



## ARTICULATION AGREEMENT Between Cuyahoga Community College District and Central State University

#### Associate of Science Degree to Bachelor of Science in Environmental Engineering

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 8<sup>th</sup> day of July, 2011 (the "Effective Date") by and between Cuyahoga Community College District (the "College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and Central State University ("Central State"), with an address of 1400 Brush Row Road, Wilberforce, Ohio 45384. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Central State is an institution of higher education established pursuant to Section 3343 of the Ohio Revised Code. The College and Central State desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Central State, 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. <u>Definitions</u>. Articulation Criteria and Articulation Benefits are defined on <u>Attachment A</u>.
- b. <u>Articulation Benefits to Students</u>. Central State will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria.
- c. <u>Accreditation of the College</u>. The College warrants that its Associate of Science degree is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. The College will notify Central State if such accreditation ceases to exist.
- d. <u>Accreditation of Central State</u>. Central State warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. Central State 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-c), Central State will consider their applications for admission in accordance with standard Central State 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.

#### 2. 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 Term 2014 academic term of the College, at which time this Agreement will automatically expire.

- b. <u>Termination</u>. 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 Central State, 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.
- c. <u>Post-Termination</u>. Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Central State shall continue to receive the benefits contemplated by this Agreement.

#### 3. 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 sitting in Cuyahoga County.
- d. <u>Survival</u>. Sections 2(c) and this Section 3 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 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 Central State University: Juliette B. Bell, Ph.D. Provost 1400 Brush Row Road Wilberforce, OH 45384 For Cuyahoga Community College: Pete Ross Vice President, Enrollment Management 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. <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.

<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, or color.

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: CENTRAL STATE UNIVERSITY:

Jackie Joseph-Silverstein, Ph.D.

Executive Vice President, Academic and

Student Affairs

John W. Garland

President

Pete Ross

Vice President, Enrollment Management

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Juliette B. Bell, Ph.D.

Provost and Vice President, Academic Affairs

# Attachment A To The Articulation Agreement Dated July 8, 2011 By and Between Cuyahoga Community College District and Central State University

#### **Articulation Criteria and Articulation Benefits**

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

 a. Graduation from Cuyahoga Community College ("College") with an Associate of Science degree (See Appendix A) and successfully passing the following courses:

ENG 1010, English Composition I ENG1020, English Composition II MATH 1521, College Algebra Natural Science, eight (8) or more semester hours of transferable credits

- b. Achieving a minimum cumulative grade point average in the above courses of 2.0.
- c. Achieving a minimum overall cumulative grade point average of 2.0.

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

a. Certain College course credits will transfer as equivalent to Central State University ("Central State") courses, as set forth in this Credit Transfer Table:

All Ohio Transfer Module courses
Other courses as noted in Appendix A

- b. Certain College course credits will transfer towards Central State's Bachelor of Science in Environmental Engineering (ENE): See Appendix A
- c. Transfer students may transfer post degree and/or hours beyond the Associate of Science degree to Central State within the following requirements for degree attainment:

Must meet all residency requirements.

May take credit hours as designated through Central State's Distant Learning processes, when available.

d. Students completing courses listed in Appendix A shall subsequently take the courses listed in Appendix B in their junior and senior years at Central State University for the completion of their Bachelor of Science degree in Environmental Engineering.

#### Appendix A: Credit Transfer Table

**PROGRAM TOTAL: 75 Credits** 

Cuyahoga Community College Degree Program		Central State University Degree Program			
Semester Cr.	Course No.	Course Title	Semester C	r. Course	No. Course Title
Mathematics					
5	MATH 1521	College Algebra	3	MTH 1750	College Algebra
3	MATH 1510	Trigonometry	3	MTH 2501	Trigonometry
3	MATH 1410	Elm Probability & Stat I	3	MTH 2001	Probability & Statistics I
5	MATH 1610	Calculus I	4	MTH 2502	Calculus I
5	MATH 1620	Calculus II	5	MTH 2503	Calculus II
<u>3</u>	MATH 2410	Intro to Linear Algebra	<u>3</u>	MTH 3001	Linear Algebra
24 hrs Earned			21 hrs		
English/Com	nunications				
3	ENG 1010	College Composition I	4	ENG 1101	Intro to Writing for College
3	ENG 1020	College Composition II	4	ENG 1102	Writing & Research the Essay
3	13110 1020	conego composition is	******		,
3_	Comm. Hrs.				
9 hrs			8 hrs		
n1 1 1 1 1					
	Physical Sciences		A	CHM 1201	Cananal Chamistry I
4	CHEM1300/130L	General Chemistry I/Lab General Chem, II/Lab	4	CHM 1201 CHM 1202	General Chemistry I General Chemistry II
4	CHEM1310/131L BIO 2500	Microbiology*	4 4	BIO 2650	Microbiology *
4	PHYS 2310	General Physics I	5	PHY2211/2	Univ. Physics I
5	PHYS 2310 PHYS 2320	General Physics II	<u>5</u>	PHY 2213/4	Univ. Physics II
<u>5</u>	FF113 2320	General Physics II	<u>2</u>	1111 2213/4	Oliv. I hysics ii
22 hrs			22 hrs		
Art & Human	ities (Recommend	ed)			
3	HIST 1010/20	History of Civilization I/II	3	HIS 1121/2	Global History I/II
3	HIST 2150/60	African American History	3		His of Africans in America
		(+/- 1877)	3_	See Gen Ed L	ist A
<u>3</u>	Art/Mus/HUM				
9 hrs			9 hrs		
C . 1/D 1 .	16				
Social/Behavi	oral Sciences		0.1	C C E11	Line D

### Competency and Skills (Computer Skills is an additional General Education Requirement for Central State University graduation)

9 hrs

See Gen Ed List B

Discuss with Central State University advisor.

9 hrs

### <u>Cuyahoga Community College and Central State University Pre-requisites for Central State University junior transfer status</u> into Environmental Engineering degree program

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3	CNST 2110 Basic Survey Practices	3 hrs	INT 3650 Surveying
2	MET 1220 AutoCAT 2D*	2 hea	INT 1210 Engineering Co.

MET 1220 AutoCAD 2D\* 3 hrs INT 1210 Engineering Computer Graphics

Courses specified above will transfer and be applied to courses at Central State University to a maximum of 75 semester hours from Cuyahoga Community College within the specified courses including credit earned in the transfer module in the Arts & Humanities and Social & Behavioral Sciences areas. Additional credits required for the A.S. degree will transfer, but may apply as elective credits for the B.S. in Environmental Engineering degree at Central State University. Non-specified credits will be evaluated individually for application to Central State University degrees.

<sup>\*</sup> Pre-requisite course is required. Please see Academic Counselor at Cuyahoga Community College.

#### Appendix B

## TRANSFER GUIDE AND COURSE PLAN FOR THE DEGREE, BACHELOR OF SCIENCE MAJOR IN ENVIRONMENTAL ENGINEERING

The curriculum below is to be used in consultation with an academic advisor. The student must be familiar with the Central State University requirements, the Core Curriculum and any Special Requirements for the above degree.

		FALL SEMESTER	11.000		1.0	SPRING SEMESTER	
Year	Course Number	Title	Credit Hrs	Year	Course Number	Title	Credit Hrs
	WRM 3308	Water and Environmental Law	3		MTH 3002	Multivariate Calculus	4
	MTH 3110	Differential Equations	3		ENE 3312	Air Quality Engineering	3
	ENE 3309	Water Chemistry	3		MFE 2320	Dynamics	3
	ENE 2200	Introduction to Environmental Eng.	3		ENE 3325	Groundwater Hydraulics	3
	MFE 3550	Thermodynamics & Heat Transfer			GEL 2205	Environmental Geology	3
Junior	MFE 2310	Statics	3	Junior			
3		Total	18			Total	16
			SUMMER!	SEMES'	rer		The section of the se
	ENE 4596	Internship (Summer Term)	3				
DOOM FO SOME I WAS I GAT		Total	3				
				ļ			
	ENE 4415	Water Supply	3		ENE 4405	Applied Hydraulics	3
	ENE 4440	Environmental Prof. Seminar	1	(Control of Control of	ENE 4430	Wastewater Treatment Systems	3
	ENE xxxx	Environmental Engineering Elect. 1	3		ENE 4435	Soil and Water Pollution Control	3
	ENE 3305	Fluid Mechanics and Hydraulics	3		ENE 4495	Senior Design Project	2
Senior	MFE 3530	Strength of Materials	3	Senior	ENE xxxx	Environmental Engineering Elect 2	3
	ENE 3320	Engineering Hydrology	3				
		Total	16			Total	14
Minimum semester hours required Total hours needed to obtain ENE Degree 142			200		Grand Total: 67 hrs plus 75 transfer hours		142

#### General Notes:

<sup>1</sup> Students 25 or older are exempted from Physical Education activity requirement.

<sup>&</sup>lt;sup>2</sup> All students must take the English Proficiency Exam at Central State University. (Discuss with CSU advisor)