Art Therapy Articulation Agreement

Between

Lorain County Community College and

Ursuline College

THIS ART THERAPY ARTICULATION AGREEMENT (the "Agreement") is entered into as of this 10 day of January, 2017 (the "Effective Date") by and between Lorain County Community College ("LCCC"), located at 1005 North Abbe Road, Elyria, Ohio 44035 and Ursuline College ("UC"), located at 2550 Lander Road, Pepper Pike, OH 44124. LCCC is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and UC is established pursuant to Ohio nonprofit corporation law.

WHEREAS, LCCC and UC desire to enter into a contract pursuant to which students of LCCC 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 in Attachment A, which is attached hereto and incorporated herein by reference.
   b. Articulation Benefits to Students. UC will provide the Articulation Benefits outlined in Attachment A at no charge to past and present students of LCCC who meet the Articulation Criteria (also see Attachment A). Courses for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place at the time the student applies to UC.
   c. Accreditation of the College. LCCC warrants that it is regionally accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. LCCC will notify UC if such accreditation ceases to exist.
   d. Accreditation of UC. UC warrants that it is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. UC will notify LCCC if such accreditation ceases to exist.
   e. Admissions Processing. For those past or present students who meet the Articulation Criteria (see Attachment A), UC will consider their applications for admission in accordance with standard UC admission application evaluation criteria, while favorably recognizing students' accomplishments at LCCC.
f. **Exclusivity.** LCCC will not enter into a similar agreement with any other Party as long as UC maintains its Art Therapy program.

g. **Transfer Credit.** The Appendix provides a list of course equivalencies between LCCC and UC. Acceptance of credits does not guarantee that transfer courses automatically meet course and/or program requirements for graduation. Students must review individual course and program requirements with their academic adviser to determine whether transfer courses will count toward graduation and/or a prospective major or minor. Only courses earned at the baccalaureate degree granting college (UC) will be used to calculate their cumulative GPA for UC.

h. **Liaison.** UC and LCCC will each assign a representative to serve as a liaison and assure continued communication between the institutions on matters related to this Agreement. UC and LCCC representatives will formally review this Agreement and make adjustments where mutually agreed upon annually.

i. **Marketing.** Marketing will be coordinated by Marketing at UC and the Integrated Communications Department at LCCC, as set for in Attachment B. In no event shall decisions for marketing be unreasonably delayed.

j. **Transfer Guides.** In an effort to maintain updated and current transfer guides, both institutions will exchange electronic files for curriculum and course changes and updates on a yearly basis, contingent on the capacities of each institution.

2. **Term and Termination.**

   a. **Term.** This Agreement will run from the Effective Date until the end of the last day of the Spring 2021 academic term of LCCC, at which time this Agreement will automatically expire.

   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.

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 the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.

c. ** Jurisdiction.** 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.

d. **Survival.** Sections 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 UC, an additional copy addressed to “General Counsel”:

For LCCC:  
Jonathan Dryden  
Provost / Vice President Academic and Learner Services  
1005 North Abbe Road  
Elyria, OH 44035

For UC:  
Elizabeth Kavran  
Interim Vice President For Academic Affairs  
2550 Lander Road  
Pepper Pike, Ohio 44124

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, religion, disability, age, national origin, ancestry, military status, sexual orientation, gender identity and expression, veteran status, pregnancy, or color.

l. Data Exchange. The parties shall exchange information regarding student success related to this Agreement. UC will provide upon request a directory list of graduates from LCCC following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. UC will provide LCCC with information regarding the success of students transferring to UC while utilizing the benefits of this Agreement.

m. Neutral Interpretation. This Agreement has been prepared for signature only after each party has had sufficient opportunities to negotiate changes. Each party has been represented by its own lawyer, has had sufficient opportunities to consult with that lawyer, and has done so. The parties agree that this Agreement should be understood and interpreted as a document fully negotiated and accepted by the parties, and should not be construed against the drafting party.

n. Promotion & Advertising. All promotion and advertising of the Articulation of the Agreement must confirm to the requirements listed in Attachment B.

o. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than LCCC and UC.
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.

LORAIN COUNTY COMMUNITY COLLEGE:  
By:  
Jonathan Dryden  
Provost / Vice President Academic and Learner Services

URSULINE COLLEGE:  
By:  
Elizabeth Kavran  
Interim Vice President for Academic Affairs
Attachment A
To The
Articulation Agreement Between
Lorain County Community College and Ursuline College

Articulation Criteria and Articulation Benefits

1. The standard articulation criteria ("Articulation Criteria") are:
   a. Completion of an Associate Degree and the Ohio Transfer Module.
   b. Achieving a minimum overall cumulative grade point average of 2.0.
   c. Submission of an official College transcript.
   d. Fulfillment of residence requirement for the baccalaureate at Ursuline College. A minimum of 43 semester hours leading to a baccalaureate degree must be completed at UC as well as half of the credit requirements for the major.
   e. Courses for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place at the time the student applies to UC.
   f. Application for admission and enrollment in UC’s Bachelor of Arts in Art Therapy program.

2. The articulation benefits ("Articulation Benefits") are:
   a. Facilitate transfer of courses between the LCCC, Associate in Arts program and the UC, BA in Art Therapy, see Appendix.
   b. Transfer student scholarships may be available to students who have completed at least 24 transferable credit hours with a GPA of 3.00 or higher.
   c. A student who completes all of the associate degree requirements in Associate in Arts at LCCC (see Appendix) and who is accepted for admission at UC shall be admitted into UC’s BA in Art Therapy program with junior status.
Attachment B
To The
Articulation Agreement
Between
Lorain County Community College and Ursuline College

Marketing and Advertising Restrictions

In order 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.

Therefore, the parties agree that any use of the other’s name, trade name, trademark or logo, or any other defining symbol or name associated with either entity during the term of this Agreement shall be used 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 or logo, or any other defining symbol or name associated with either entity. Neither party will use the other’s name in a way that would cause confusion in the public mind as to the relationship between the parties.

Any and all promotional materials, including written, verbal, videographic, electronic, or multimedia of any kind must be approved by both parties before use.
Appendix
ARTICULATION AND TRANSFER TABLE
(For the 2016-2017 Academic Year)

Lorain County Community College: Associate of Arts
Ursuline College: Bachelor of Arts in Art Therapy

<table>
<thead>
<tr>
<th>COURSE EQUIVALENCIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lorain County Community College</td>
</tr>
<tr>
<td><strong>Ursuline STAGE I</strong></td>
</tr>
<tr>
<td>Ohio Transfer Module (OTM) English Composition</td>
</tr>
<tr>
<td>ENGL 161 English Composition I</td>
</tr>
<tr>
<td>ENGL 162 English Composition II</td>
</tr>
<tr>
<td>Ohio Transfer Module Mathematics, Statics and Logic</td>
</tr>
<tr>
<td>Any OTM approved Math course</td>
</tr>
<tr>
<td>Ohio Transfer Module Social and Behavioral Sciences</td>
</tr>
<tr>
<td>SOCY 151 Intro to Sociology</td>
</tr>
<tr>
<td>PSYH 151 Intro to Psychology</td>
</tr>
<tr>
<td>American History (TBD)</td>
</tr>
<tr>
<td>Ohio Transfer Module Natural Sciences</td>
</tr>
<tr>
<td>Any OTM NS course</td>
</tr>
<tr>
<td>Any OTM NS course w/Lab</td>
</tr>
</tbody>
</table>

**Ursuline STAGE II**
Ohio Transfer Module Arts and Humanities

<table>
<thead>
<tr>
<th>2 Courses (numerous options available --please see below)</th>
<th>WORLD CULTURE (3)</th>
<th>Western Culture (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 OTM approved AH course</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AMERICAN CULTURE (3) course completed above</td>
<td></td>
</tr>
<tr>
<td></td>
<td>AESTHETIC RESPONSE (3) this course can be satisfied by LCCC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ARTS 243 listed below</td>
<td></td>
</tr>
</tbody>
</table>

Program Requirements –

Courses Which Can Be Completed at Lorain County Community College

<table>
<thead>
<tr>
<th>Course</th>
<th>Credits</th>
<th>Course</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTS 165 Two Dimensional Design</td>
<td>3</td>
<td>AR 106 Design Foundation</td>
<td>3</td>
</tr>
<tr>
<td>ARTS 161 Drawing I</td>
<td>3</td>
<td>AR 107 Drawing</td>
<td>3</td>
</tr>
<tr>
<td>ARTS 171 Painting I</td>
<td>3</td>
<td>AR 108 Painting I</td>
<td>3</td>
</tr>
<tr>
<td>ARTS 261 Graphic Design I</td>
<td>3</td>
<td>AR 114 Intro to VCS</td>
<td>3</td>
</tr>
<tr>
<td>ARTS 181 Ceramics I</td>
<td>3</td>
<td>AR 115 Intro to Ceramics</td>
<td>3</td>
</tr>
<tr>
<td>ARTS 158 Printmaking</td>
<td>3</td>
<td>AR 203 Printmaking</td>
<td>3</td>
</tr>
<tr>
<td>ARTS 167 Three Dimensional Design</td>
<td>3</td>
<td>AR 205 Design Foundations</td>
<td>3</td>
</tr>
<tr>
<td>ARTS 243 Art History I</td>
<td>3</td>
<td>AR 251 Ancient World Art</td>
<td>3</td>
</tr>
<tr>
<td>PSYH 251 Human Growth and Development</td>
<td>3</td>
<td>PS 230 Lifespan Development</td>
<td>3</td>
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<tr>
<td>PSYH 272 Research Methods in Psychology</td>
<td>3</td>
<td>PS 322 Research Methods</td>
<td>3</td>
</tr>
<tr>
<td>PSYH 257 Abnormal Psychology</td>
<td>3</td>
<td>PS 330 Abnormal Psychology</td>
<td>3</td>
</tr>
<tr>
<td>PSYH 263 Personality Theories</td>
<td>3</td>
<td>PS 350 Theories of Personality</td>
<td>3</td>
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</table>
STAGE II Course Options

WORLD CULTURE (take one of the following LCCC courses):

WESTERN CULTURE (take one of the following LCCC courses):

AMERICAN CULTURE: HIST ### (TBD)

AESTHETIC RESPONSE: ARTS 243