COMPANY INFORMATION
LORAIN COUNTY COMMUNITY COLLEGE
1005 ABBE ROAD NORTH
ELYRIA, OH 44035

CONTRACT INFORMATION
Contract ID: 4246887
Master Agreement Number:
Dept Reference No.:
Contract Description: ARTICULATION AGREEMENT - CLEVELAND CLINIC SCHOOL OF DIAGNOSTIC IMAGING AND LORAIN COUNTY COMMUNITY COLLEGE
Institute: Education
Submitting Dept: EDUCATION
Contract Amount: $0
Dept Contact: KERILYN BISTAK
MICHELLE HREHOCEK

TERM INFORMATION
Effective Date: 5/1/2021
Expiration Date: 4/30/2026
Term Type: Fixed

LEGAL TEAM INFORMATION
Attorney: MARLEINA DAVIS
Paralegal: JANICE LUCKE SMITH

Contract approved as to form for: 4246887
Attorney: DAVIS, MARLEINA
By: Smith, Janice
Date: 4/1/2021 10:45:03 AM
ARTICULATION AGREEMENT
between
Lorain County Community College
and
Cleveland Clinic Health System – East Region d/b/a Euclid Hospital
on behalf of its School of Diagnostic Imaging

This ARTICULATION AGREEMENT (the “Agreement”) is entered into effective the 1st day of May, 2021 (the “Effective Date”) by and between Lorain County Community College (the “College”) located at 1005 N. Abbe Rd., Elyria, OH, 44035 and Cleveland Clinic Health System – East Region d/b/a Euclid Hospital, an Ohio non-profit corporation, on behalf of its Cleveland Clinic School of Diagnostic Imaging (“CCSDI”), located at 18901 Lake Shore Boulevard, Euclid, OH 44119. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and CCSDI is engaged in the business of health and wellness in compliance with the Joint Review Committee on Education in Radiologic Technology ("JRCERT") and the Ohio Department of Health. The College and CCSDI desire to enter into a contract pursuant to which certain coursework completed by past and present students at CCSDI would transfer as College credits according to the terms of 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 Exhibit A to this Agreement.
   b. Articulation Benefits to Students. The College will provide the Articulation Benefits to past and present students of CCSDI who meet the Articulation Criteria at the time of application to the College.
   c. Accreditation of CCSDI. CCSDI warrants that it is accredited by the JRCERT, 20 North Wacker Drive, Chicago, IL 60606. CCSDI will notify the College if such accreditation ceases to exist.
   d. Accreditation of Lorain County Community College. The College is accredited by the Higher Learning Commission, 230 South LaSalle Street, Suite 7-500, Chicago, IL 60604. The College’s Radiologic Technology Program is accredited by the JRCERT, 20 North Wacker Drive, Chicago, IL 60606. The College will notify CSDI if such accreditations cease to exist.
   e. Admissions Processing. For those past and present students who meet the Articulation Criteria, the College will consider their applications for admission in accordance with
standard Lorain County Community College admissions procedures, while favorably recognizing student's accomplishments at CCSDI.

f. **Non-exclusivity.** This Agreement is not exclusive. Either party may enter into similar agreements with any other party.

2. **Term and Termination.**

a. **Term.** This term of this Agreement will run from the Effective Date until the last day of the College's Spring Term 2026, at which time this Agreement will expire unless renewed or extended in writing and signed by both parties.

b. **Termination.** Either party may terminate this Agreement with or without cause by providing notice to the other party 180 days prior to the termination. Either party may terminate this Agreement in the event of a material breach by the other party, effective 30 days after providing notice that includes a description of the material breach; provided that the breaching party shall be allowed said 30 days to cure such breach, and if breach is so cured the termination notice would be of no effect.

c. **Post-Termination.** Upon expiration of this Agreement for any reason, CCSDI students previously accepted or admitted to the College shall continue to receive the benefits contemplated by this Agreement.

3. **Duties and Warranties of the CCSDI.**

a. CCSDI has delivered to the College the current content and curriculum of the CCSDI Radiologic Technology Program (the "Program"). These courses have been approved as Lorain County Community College courses, delivered by CCSDI, by the College's Provost. This curriculum cannot change without CCSDI first notifying the College, and any substantive changes to the course descriptions of the courses listed in Exhibit B attached hereto and incorporated herein by reference must be approved through the College's Curriculum Council and Provost's office.

b. At least annually, CCSDI will identify those of its students ("Potentially Eligible Students") who meet or who may be reasonably expected to meet the Articulation Criteria within the next year. CCSDI will notify Potentially Eligible Students of their potential eligibility for the Articulation Benefits, and will discuss with students the advantages of applying to the College.

c. Annually, CCSDI will provide a list of Potentially Eligible Students' Names, postal addresses, and email addresses (to the extent such disclosures are not prohibited by law) to the College. CCSDI will cooperate reasonably with the College's efforts to solicit the interest of Potentially Eligible Students in the College.

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d. For each CCSDI student who applies to the College and seeks Articulation Benefits, CCSDI will certify and warrant that the student has met the Articulation Criteria. Should said student not meet the Articulation Criteria, CCSDI will advise said student of their failure to meet the Articulation Criteria and will advise said student of the potential consequences, specifically those consequences regarding eligibility to sit for the American Registry of Radiologic Technologists (A.R.R.T.) certification exam.

e. At the completion of each Academic Year, CCSDI will deliver to the College, transcripts for CCSDI students seeking the Articulation Benefits. Transcripts will include, at a minimum, courses taken at CCSDI, grades received in said courses, and credit hours awarded.

f. CCSDI will provide credentials including official copies of educational transcripts, which will be housed in College's Health & Wellness Sciences Division Office, for all CCSDI faculty that teach the Radiologic Technology courses at CCSDI. These faculty will be LCCC faculty as well as CCSDI faculty. These faculty must meet the requirements of the JRCERT and LCCC.

4. Duties and Warranties of the College.

a. For those CCSDI students who meet the Articulation Criteria, the College will consider their application for admissions in accordance with standard College admissions procedures. If such student is admitted to and becomes a student of the College, the College will make available to such students the Articulation Benefits. No special admissions preference will be given to CCSDI students.

b. The College will not use the Cleveland Clinic name, logo, likeness, trademarks, image or other intellectual property for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative from the Cleveland Clinic as to each such use. The College may refer to this Agreement with CCSDI in the College catalog and in other public information materials. CCSDI reserves the right to review and request modification of the College’s reference to CCSDI as necessary.

5. Miscellaneous.

a. **Publicity.** Either party may disclose the terms of this Agreement; provided that neither party will suggest that its products or services are approved, endorsed, or recommended by the other party.

b. **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 the Agreement shall not be affected thereby.

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c. **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.

d. **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 an Ohio court.

e. **Non-Discrimination.** Each party agrees not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, disability, political affiliation, sexual orientation, or status as a veteran.

f. **Notices.** All notices or other written communication relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 5(f) 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 CCSDI:
Mari Knettele
Director, Center for Health Sciences Education
9500 Euclid Avenue/NA24
Cleveland, OH 44195

Gloria Albrecht
Program Director
Euclid Hospital
18901 Lakeshore Boulevard
Euclid, OH 44119

For College:
Monique Norfus, MBA
Dean, Health and Wellness Sciences, HS 223
Lorain County Community College
1005 N. Abbe Rd.
Elyria, OH 44035

g. **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 occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.

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h. **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.

i. **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.

j. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement.

k. **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 on behalf of the other party.

l. **Compliance with Laws.** The parties will comply with all applicable laws and regulations in performing their obligations hereunder.

m. **No Unlawful Discrimination.** 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.

n. **Facsimile Signatures.** For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

o. **Indemnification.** Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Nothing in this Agreement shall be construed to waive the sovereign immunity of the State of Ohio or any tort or other immunity held by Lorain County Community College.

[SIGNATURES ARE ON FOLLOWING PAGE]
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: Monique Norfus
Monique Norfus, MBA
Dean, Health & Wellness Sciences

By: Jonathan Dryden, PhD
Provost and Vice President of Academic Affairs and University Partnership

Cleveland Clinic Health System – East Region
d/b/a Euclid Hospital on behalf of Cleveland Clinic School of Diagnostic Imaging:

By: Mari Knettle
Mari Knettle, DPT, EdD
Director, Center for Health Sciences Education

By: Gloria Albrecht
Gloria Albrecht, MS, RT(R)
Program Director
Cleveland Clinic School of Diagnostic Imaging

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Exhibit A

Articulation Criteria and Articulation Benefits

1. The Articulation Criteria are:
   a. Graduation from the Cleveland Clinic School of Diagnostic Imaging's Radiologic Technology Program.
   b. Submission of the College standard application for admission, in accordance with the general rules governing submission of such application.
   c. Delivery to the College, from CCSDI, of transcripts indicating successful completion of all of the RTCC courses offered by CCSDI and included in Exhibit B to this Agreement.
   d. Admission to the College no later than 12 months after the completion of the CCSDI Radiologic Technology Program.
   e. Enrollment in and successful completion of all coursework included in the attached Exhibit B.
   f. Submission to the College of a Graduation Petition Form.

2. The Articulation Benefits are:

   Students meeting the Articulation Criteria will receive the College's Associate of Applied Science degree in Radiologic Technology upon successful completion of all coursework in the attached Exhibit B.

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Exhibit B

Requirements for Articulation Benefits

The student must successfully complete, or receive transfer credit for, the following courses at LCCC:

- ALHN 110 Medical Terminology
- ENGL 161 College Composition I
- ENGL 162 College Composition II
- MTHM 158 Quantitative Reasoning -OR-
- MTHM 168 Statistics
- BIOG 121 Anatomy and Physiology I
- BIOG 122 Anatomy and Physiology II
- BIOG 123 Cross-Sectional Anatomy
- SOCY 151 Introduction to Sociology
- SDEV 101 College 101*

*This course may not be required of all students. Refer to the Lorain County Community College catalog for details.

The student must successfully complete with a grade of "C" or higher, the following College equivalent courses at CCSD:

- RTCC 101 Patient Care in Radiography
- RTCC 102 Radiographic Technique I
- RTCC 103 Radiographic Positioning and Procedures I
- RTCC 104 Principles of Radiation Physics
- RTCC 105 Radiographic Technique II
- RTCC 106 Radiographic Positioning and Procedures II
- RTCC 107 Healthcare Ethics and Law
- RTCC 108 Advanced Radiographic Procedures
- RTCC 109 Special Procedures In Radiologic Technology
- RTCC 201 Radiographic Pathology
- RTCC 202 Radiation Biology and Protection
- RTCC 203 Radiographic Analysis

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