

COMPLETION TRANSFER PATHWAYS ARTICULATION AGREEMENT

Between

LORAIN COUNTY COMMUNITY COLLEGE

And

JOHN CARROLL UNIVERSITY

For

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

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 15 day of May 2020 (the "Effective Date") by and between Lorain County Community College District (the College), with an address at 1005 N Abbe Rd, Elyria, OH 44035; and John Carroll University (JCU), with an address at 1 John Carroll Boulevard, University Heights, Ohio 44118. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code and JCU is a non-profit institution of higher education pursuant to Ohio nonprofit corporation law. The College and JCU (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 JCU, 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. JCU 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 of the North Central Association of Colleges and Schools. The College will notify JCU if such accreditation ceases to exist.
- d. Accreditation of JCU. JCU warrants that it is accredited by the Higher Learning Commission. JCU will notify the College if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet Articulation Criteria (Attachment A), JCU will consider their applications for admission in accordance with standard JCU 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, JCU will work with the College to develop strategies to provide College students and graduates timely information about program opportunities and program requirements. Transfer degree pathways will be reviewed and published annually by each institutions designated transfer pathway designee or appropriate academic department. JCU and the College will each identify a staff member to serve as a contact and to assure continued communication between the two institutions on matters relating to this agreement.
- h. Program-specific admission requirements. Admission and academic requirements for specific baccalaureate degrees are exclusively the responsibility of JCU and its academic units to determine and administer. Nothing in this agreement alters or amends the admission, academic or graduation requirements that JCU 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 2024 Spring term of the College unless otherwise terminated as set forth in this Agreement. The Parties may agree to any renewal or amendment to the Agreement in writing.
- 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 JCU, 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 termination 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 JCU shall continue to receive the benefits contemplated by this Agreement and the JCU catalog rights up to four years from the term in which they are admitted to JCU except that the scholarship benefit shall end two years after the termination of this Agreement as set forth in Section 2 of 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, 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 Lorain County Community College:
Dr. Jonathan Dryden
Provost/Vice President for Academic and Learner Services
1005 N Abbe Rd
Elyria, Ohio 44035

For John Carroll University:
Dr. Steven T. Herbert
Provost and Academic Vice President
1 John Carroll Blvd.
University Heights, Ohio 44118

With a copy to:
Office of General Counsel
Lorain County Community College
1005 N Abbe Rd
Elyria, Ohio 44035

With a copy to:
Office of Legal Affairs
John Carroll University
1 John Carroll Blvd
University Heights, OH 44118

- 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. As permitted and in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA," and the Gramm-Leach-Bliley Act, Public Law No: 106-102, the Parties shall exchange information regarding student success related to this Agreement. The College will provide upon request a directory list of graduates from the College following each graduation. JCU will provide the College with information regarding the success of a student transferring to JCU while utilizing the benefits of this Agreement, provided that that student has provided written consent to JCU to share such information beyond the available directory information. With written consent of each student, JCU will participate in exchange of information with the College in all aspects, including the Ohio Department of Higher following data will be requested from JCU:

- 1.) Last four digits of social security number
- 2.) Currently enrolled (yes/no)
- 3.) Major as of the most recent term enrolled
- 4.) Hours earned (cumulative)
- 5.) GPA (cumulative)
- 6.) Degree completed (if completed)
- 7.) Major for which degree was awarded (or expected)
- 8.) Number of terms required to complete degree

Institutional Research Departments of both institutions will be expected to meet within ninety days of signing of this agreement to determine a process to share information.

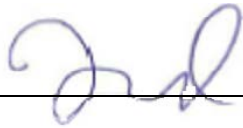
- m. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College's Marketing and Communications Department, (see **Attachment B**).

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.

**LORAIN COUNTY COMMUNITY
COLLEGE DISTRICT:**

JOHN CARROLL UNIVERSITY:

By: _____



Jonathan Dryden, Ph.D.
Provost/Vice President for Academic
Affairs and University Partnership

By: _____

Steven T. Herbert, Ph.D.
Provost and Academic Vice President

Attachment A
To the
Articulation Agreement Dated May 15, 2020
By and Between
Lorain County Community College District
and
John Carroll University
for
Associate of Arts, Associate of Science and Associate of Applied Science Degree Completion Transfer
Pathways

Articulation Criteria and Articulation Benefits

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

- a. *Completion of an Associate of Arts or Associate of Science degree.*
- b. *JCU and the College will jointly establish and approve major/program Transfer Pathways. 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. *The Associate degree should include completion of all coursework for student's intended major, as shown on the applicable Transfer Pathway.*

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 JCU.*
- b. *A student who completes all of the degree requirements in the Associate of Arts or Associate of Science degree as listed in an approved Transfer Pathway will be admitted to the applicable major at JCU, provided that the student meets all standard JCU admission application review criteria.*
- c. *JCU will award credit for all non-remedial courses completed at the College with C grades or higher.*
- d. *To help ensure seamless transfer, JCU and the College will have Transfer Pathways and transfer guides made available through the College's public website located in the Transfer Center. For additional support, staff of JCU advising offices and the College's Counseling Offices and/or Transfer Centers will be available to meet by appointment with any current or prospective College student following this articulation agreement.*
- e. *Students who complete the Associate of Arts or Associate of Science degree prior to enrolling full-time at John Carroll University will be awarded a minimum \$2,000 scholarship per academic year upon their full-time enrollment at JCU. This scholarship benefit will extend for up to four years for currently enrolled students or for up to two years after the termination of this Agreement as referenced in Section 2(c) of the agreement.*

**Attachment B
To The
Articulation Agreement Dated May 15, 2020
By and Between
Lorain County Community College District
and
John Carroll University**

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Lorain County Community College and John Carroll 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 Parties 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:

Lorain County Community College District:
Allison Musser
Director, Strategic Community Engagement and Initiatives
Marketing and Communications
Lorain County Community College
1005 North Abbe Road
Elyria, OH 44035
P: 440-366-7651

John Carroll University:
Kathleen Lawry
Executive Director, Marketing
John Carroll University
1 John Carroll Blvd
University Heights, Ohio 44118
P: 216-397-3022