

**ARTICULATION TRANSFER PATHWAY COMPLETION AGREEMENT**  
**By and Between**  
**CLARK STATE COMMUNITY COLLEGE**  
**And**  
**KENT STATE UNIVERSITY**

**THIS ARTICULATION PATHWAY AGREEMENT** (the "Agreement") is entered into on this 1<sup>st</sup> day of October 2019 (the "Effective Date") by and between CLARK STATE COMMUNITY COLLEGE, with an address of 570 E. Leffel Lane, Springfield, OH 45501 (the "College"); and Kent State University ("Kent State"), with an address of Kent, Ohio 44242. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and Kent State University is an Ohio institution of higher learning and a member of the Ohio University System. The College and Kent State desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at Kent 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. **Definitions.** Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. **Articulation Benefits to Students.** Kent State University will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria. 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 Kent State University.
- c. **Accreditation of the College.** The College warrants that it is accredited by the Higher Learning Commission. The College will notify Kent State University if such accreditation ceases to exist.
- d. **Accreditation of Kent State.** Kent State University warrants that it is accredited by the Higher Learning Commission. Kent State University 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), Kent State University will consider their applications for admission in accordance with standard Kent State University 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. **Notice of Programmatic Changes.** The academic units of both The College and Kent State University, that have established transfer pathways, agree to meet annually in spring semester to notify each other of programmatic changes resulting in changes to the transfer pathway.

**2. Term and Termination.**

- a. **Term.** This Agreement will run from the Effective Date until the end of the last day of the spring 2023 academic term of the College, at which time this Agreement will automatically expire.
- b. **Termination.** 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 Kent State University, 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. **Post-Termination.** Upon expiration or termination of this Agreement for any reason, College students previously accepted by or admitted to Kent State University 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 an Ohio court.
- 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 the College, an additional copy addressed to "General Counsel":

**For CLARK STATE COMMUNITY COLLEGE:**  
Tiffany Hunter, Ph.D.  
Vice President of Academic Affairs  
570 E. Leffel Lane  
Springfield, OH 45501

**For Kent State University:**  
Melody Tankersley, Ph.D.  
Interim Senior Vice President and Provost  
1125 Risman Dr. Library, Executive Suite  
Kent, OH 44242

- 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, 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. Kent State will provide the College with information regarding the success of a student transferring to Kent State while utilizing the benefits of this Agreement, provided that that student has provided written consent to Kent State to share such information beyond the available directory information. Kent State will participate in exchange of information with the College in all aspects, and during the duration, of the Cleveland Compact and the Ohio Department of Higher Education Credit When It's Due Initiative. For research purposes, the following data will be requested from Kent State:
- 1.) SSN (social security number for tracking purposes (if possible))
  - 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 processes to share information.

- m. Promotional Material. All promotion and advertising of the Articulation Agreement must conform to the statement approved by the College 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.

**CLARK STATE COMMUNITY COLLEGE:**

By: Tiffany Hunter 10/10/19  
 Tiffany Hunter, Ph.D.  
 Vice President of Academic Affairs

**KENT STATE UNIVERSITY:**

By: Melody Tankersley 10/31/2019  
 Melody Tankersley, Ph.D.  
 Interim Senior Vice President and Provost

**Attachment A  
To The  
Articulation Pathway Agreement Dated October 2019  
By and Between  
Clark State Community College  
and  
Kent State University**

**Articulation Criteria and Articulation Benefits**

**1. The standard articulation criteria (“Articulation Criteria”) are:**

- a. Completion of an Associate degree.
- b. Achieving a minimum overall cumulative grade point average of 2.0.
- c. Submission of an official College transcript.
- d. KSU and the College will establish and approve major/program Transfer Pathways using the sample template in Appendix 2. 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.
- e. Completion of courses in Appendix 2. Refer to transfer courses on next pages; those designated with @, maybe taken at the College (Appendix 2).
- f. Fulfillment of residence requirements for the baccalaureate at Kent State University. The requirement for the degree is completion of a minimum thirty (30) credit hours of coursework (of which nine are upper-division credit hours in the major) at Kent State University. Credit earned by means of transfer courses does not count toward residence.
- g. Courses for which the student is eligible to receive transfer credit will be based upon the articulation pathway agreement in place at the time the student applies to Kent State University.

**2. The articulation benefits (“Articulation Benefits”) are:**

- a. Facilitate transfer of courses between the College and Kent State University (see Appendix 1).
- b. Benefitting Northeast Ohio by infusing the job market with qualified graduates.
- c. Students with a 3.0 GPA or higher will be eligible to apply for Kent State University scholarships.
- d. A student who completes all of the associate degree requirements (see Appendix 2) will be admitted into Kent State with junior status.

**Attachment B**  
**To The**  
**Articulation Pathway Agreement Dated October 2019**  
**By and Between**  
**Clark State Community College**  
**And**  
**Kent State University**

**Marketing and Advertising Restrictions**

Promotion of Partnership to  
Domestic and International Students

In order for Clark State Community College and Kent State 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:**

**Clark State Community College**

Amy Sues  
Dean, Institutional Effectiveness  
Academic Affairs  
Clark State Community College  
570 E. Leffel Lane  
Springfield, OH 45501  
937-328-3867  
suesa@clarkstate.edu

**Kent State University:**

Rebecca Murphy  
Associate Vice President  
University Communications and Marketing  
Kent State University  
Administrative Services Building  
P.O. Box 5190  
Kent, Ohio 44242-001  
P: 330-672-8533  
F: 330-672-2047  
E: rmurph20@kent.edu

**Appendix 1  
ARTICULATION AND TRANSFER TABLE**

**[CLARK STATE COMMUNITY COLLEGE]: [COLLEGE DEGREE PROGRAM]**

**Kent State University: [KSU DEGREE PROGRAM]**

<b>EQUIVALENCIES CURRENTLY ON THE TRAFNER TABLES</b>			
<b>[CLARK STATE COMMUNITY COLLEGE]</b>	<b>Credits</b>	<b>KENT STATE UNIVERSITY</b>	<b>Credits</b>
<b>OTM English Composition</b>		<b>Kent Core Composition (6 credits)</b>	
	<b>3</b>	<b>Fulfills ENG 11011 College Writing I</b>	<b>3</b>
	<b>3</b>	<b>ENG 21011 College Writing II</b>	<b>3</b>
<b>OTM Mathematics, Statics and Logic</b>		<b>Kent Core Math/Critical Reasoning (3 credits)</b>	
	<b>3</b>	<b>MATH XXXXX</b>	<b>3</b>
<b>OTHM Arts and Humanities</b>		<b>Kent Core Humanities or Fine Arts (9 credits)</b>	
<b>Numerous course options available*</b>	<b>9</b>	<b>Minimum one course each from Fine Arts &amp; Humanities*</b>	<b>9</b>
<b>OTM Social and Behavioral Sciences</b>		<b>Kent Core Social Sciences (6 credits)</b>	
	<b>3</b>		<b>3</b>
<b>Numerous course options available*</b>	<b>3</b>	<b>One course in another area of study*</b>	<b>3</b>
<b>OTM Natural Sciences</b>		<b>Kent Core Basic Sciences (8 credits)</b>	
	<b>4</b>		<b>4</b>
<b>Numerous course options available</b>	<b>3</b>	<b>One additional science course</b>	<b>3</b>
<b>OTM (additional)</b>		<b>Kent Core Additional (6 credits)</b>	
	<b>4</b>		<b>3</b>
	<b>3</b>		<b>3</b>
<b>Program Requirements</b>		<b>Program Requirements</b>	
			<b>3</b>
			<b>3</b>
			<b>3</b>
			<b>3</b>

*\* Students should select one course that is designated global diversity and one that is designated domestic diversity*

**Appendix 2  
SUGGESTED SEMESTER SEQUENCE**

[CLARK STATE COMMUNITY COLLEGE]: [COLLEGE DEGREE PROGRAM]  
Kent State University: [KSU DEGREE PROGRAM]

Course Subject and Title	Credit Hours	Upper Division	Notes on Transfer Coursework to Kent State
<b>Semester One: [18] Credit Hours [CLARK STATE COMMUNITY COLLEGE]</b>			
<b>Semester Two: [18-17] Credit Hours [CLARK STATE COMMUNITY COLLEGE]</b>			
<b>Summer One [1] Credit Hours [CLARK STATE COMMUNITY COLLEGE]</b>			
<b>Semester Three: [17] Credit Hours [CLARK STATE COMMUNITY COLLEGE]</b>			
<b>Semester Four: [1] Credit Hours [CLARK STATE COMMUNITY COLLEGE]</b>			
<b>[66] Total Credit Hours to Graduate with the [AAB] Degree from [CLARK STATE COMMUNITY COLLEGE]</b>			

# Course will fulfill Kent State University's Kent Core (general education) requirement.



Course Subject and Title	Credit Hours	Upper Division	Notes on Transfer Coursework to Kent State
<b>Semester Five: [17] Credit Hours] Kent State University</b>			
<b>Semester Six: [14-15] Credit Hours] Kent State University</b>			
<b>Summer III [3-6] Credit Hours] Kent State University</b>			
<b>Semester Seven: [14-15] Credit Hours] Kent State University</b>			
<b>Semester Eight: [1] Credit Hours] Kent State University</b>			
<b>124-128 Total Credit Hours to Graduate with the BS, including transfer coursework, from Kent State University</b>			

# Course will fulfill Kent State University's Kent Core (general education) requirement.

@ Course may be taken at [CLARK STATE COMMUNITY COLLEGE] and transferred to Kent State. However, please be aware of Kent State's residence policy, which can be found in the Kent State University Catalog.

Requirements to graduate with the BS degree program: To graduate, students must have minimum <###> credits hours, 39 upper-division credits hours of coursework, a minimum <###> major GPA and minimum 2.00 cumulative GPA. They must also fulfill an approved experiential learning experience, a two-course diversity requirement (domestic and global), complete a writing intensive course with a minimum C (2.000) grade. More specific graduation requirement information can be found in the Academic Policies section of the Kent State University Catalog ([www.kent.edu/catalog](http://www.kent.edu/catalog)).

This information is provided solely for the convenience of the reader, and Kent State University expressly disclaims any liability which may otherwise be incurred. This publication is neither a contract nor an offer to make a contract. While every effort has been made to ensure the accuracy of the information, Kent State University reserves the right to make changes at any time with respect to course offerings, degree requirements, services provided, or any other subject addressed herein.

It is recommended that students intending to pursue the <DEGREE> in <SPECIFIED PROGRAM> through Kent State University consult with academic advisors at both [CLARK STATE COMMUNITY COLLEGE] and Kent State University.

Revised 05/2018

Version approved for use by the Office of General Counsel without changes. Any changes to these terms must be submitted to OGC for further review as to form and legal sufficiency before execution.