

ARTICULATION AGREEMENT
By and Between
Washington State Community College and the
Cincinnati College of Mortuary Science

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on March 1, 2016 (the “Effective Date”) by and between Washington State Community College (the “College”), with an address of 710 Colegate Drive, Marietta, OH 45750; and the Cincinnati College of Mortuary Science (“CCMS”), with an address of 645 W North Bend Road, Cincinnati, OH 45224. The College is an institution of higher education established pursuant to Section 3358 of the Ohio Revised Code. At its inception in 1882, CCMS was an embalming school. In 1980, CCMS received authorization from the Ohio Board of Regents to award the Associate of Applied Science degree, and was awarded accreditation by the North Central Association in 1982. CCMS became the first private college of mortuary science in the nation authorized to award the Bachelor of Mortuary Science degree in 1986. By 1987, the CCMS bachelor’s degree received accreditation by the North Central Association and the American Board of Funeral Service Education.

The College and CCMS desire to enter into an articulation agreement pursuant to which students of the College would be eligible for transfer to CCMS with junior status, 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. CCMS will provide the Articulation Benefits at no charge to past and present students of the College who meet the Articulation Criteria. Articulation Criteria for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place the term the student is admitted to CCMS.
- 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 Cincinnati College of Mortuary Science if such accreditation ceases to exist.
- d. Accreditation of Cincinnati College of Mortuary Science. CCMS warrants that it is accredited by the American Board of Funeral Service Education and the Higher Learning Commission of the North Central Association of Colleges and Schools. CCMS 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), CCMS will consider their applications for admission in accordance with standard CCMS 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. Term. This Agreement will run from the Effective Date until the end of the last day of the Spring Term 2021 academic term of the College, 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 CCMS, 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 or no reason, College students previously accepted by or admitted to CCMS shall continue to receive the benefits contemplated by this Agreement.
- d. College Funding. The parties recognize and understand that the College or its funding may be contingent upon the availability of lawful appropriations by the General Assembly of the State of Ohio. If the General Assembly fails to continue current levels of funding for the College, this Agreement may cease without penalty to CCMS or the College as of the date of the reduction of funding by the State of Ohio, and CCMS and the College will have no further obligation to carry out this Agreement. Should any other unexpected event cause a need to address the viability of this Agreement, the parties agree to work toward a mutually acceptable resolution. This section is not meant to limit other rights of the parties to terminate 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. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in an Ohio court of competent jurisdiction.
- 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):

For The Community College:
 Mark Nutter, Ph.D.
 VP Academic Affairs
 710 Colegate Drive
 Marietta, OH 45750

For Cincinnati College of Mortuary Science:
 Jack Lechner, Jr., M.S.
 President
 645 W North Bend Road
 Cincinnati OH 45224

With a copy to:
 Ohio Attorney General's Office
 Attn: General Counsel for Washington State
 30 E. Broad St., 16th Fl.
 Columbus, OH 43215

With a copy to:
 Pamela Donlon
 645 W North Bend Road
 Cincinnati, OH 45224

- 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. Omissions & Errors. If any terms, words or clauses are inoperative by virtue of error or omission on the part of either party, the inoperative term, word or clause will be replaced automatically with a valid, enforceable and operative provision as close to the original language as may be possible which preserves the economic benefit to the Parties.
- m. Data Exchange. 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 while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. CCMS will provide the College with information regarding the success of students transferring to CCMS while utilizing the benefits of this Agreement.
- n. Promotion and Advertising. All promotion and advertising of the Articulation Agreement must conform to the requirements in 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.

Washington State Community College:

Cincinnati College of Mortuary Science:

By: _____
Mark Nutter
VP Academic Affairs

DATE

By: _____
Jack Lechner, Jr.
President

DATE

This agreement is effective with newly admitted Cincinnati College of Mortuary Science students beginning August 2016.
This agreement will be reviewed yearly.

**Attachment A
To The
Articulation Agreement Dated March 1, 2016
By and Between
Washington State Community College and the Cincinnati College of Mortuary Science**

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. Fulfillment of residence requirements for the bachelor’s of mortuary science at CCMS. The requirement for the degree is completion of a minimum sixty-two (62) credit hours of coursework at CCMS. Credit earned by means of transfer courses does not count toward residence.
 - e. Courses for which the student is eligible to receive transfer credit will be based upon the articulation agreement in place the term the student is admitted to CCMS.

2. ***The articulation benefits (“Articulation Benefits”) are:***
 - a. Facilitate transfer of courses between the College, ASSOCIATE OF SCIENCE, and CCMS, BACHELORS OF MORTUARY SCIENCE. Appendix 1 attached and incorporated herein contains a list of College’s Associate of Science courses eligible for transfer to CCMS’s Bachelors of Mortuary Science.
 - b. Benefitting Central Ohio by infusing the job market with qualified graduates.
 - c. Students with 3.0 GPA will be eligible to apply for CCMS scholarships.
 - d. A student who completes all of the associate degree requirements in ASSOCIATE OF SCIENCE DEGREE at College (see Appendix 1) will be admitted into CCMS BACHELOR’S OF MORTUARY SCIENCE program with junior status. Appendix 2 attached and incorporated herein contains program course curriculum for CCMS Bachelors of Mortuary Science.

Attachment B
Marketing and Advertising Restrictions
Promotion of Partnership to Domestic and International Students

In order for CCMS and Washington State Community College 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 partners communicate.

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 either 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 promoting this Agreement must be reviewed and approved in writing by both parties prior to any use or distribution.

Contact for:

Washington State Community College:

Mark Nutter
VP Academic Affairs
Washington State Community College
710 Colegate Drive
Marietta, OH 45750

Cincinnati College of Mortuary Science:

Pamela Donlon
Articulation/Transfer Specialist
Cincinnati College of Mortuary Science
645 W North Bend Road
Cincinnati, OH 45224