

**ARTICULATION AGREEMENT**  
**By and between**  
**Washington State Community College**  
**and**  
**Tiffin University**

**THIS ARTICULATION AGREEMENT** (the "Agreement") is entered into as of January 21, 2022, (the "Effective Date") by and between Washington State Community College ("WSCC"), with an address at 710 Colegate Drive, Marietta, OH 45750; and Tiffin University ("Tiffin University"), with an address at 155 Main Street, Tiffin, Ohio 44883. WSCC is an institution of higher education established pursuant to Chapter 3357 of the Ohio Revised Code, and Tiffin University is a private Ohio institution of higher education. WSCC and Tiffin University desire to enter into a contract clarifying the status and treatment of students who chose to transfer from WSCC to Tiffin University upon completion of an associate degree program at the College.

**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. Tiffin University will provide the articulation benefits at no charge to past and present students of WSCC who meet the articulation criteria to be determined by Tiffin University at its sole discretion.
- c. Accreditation of WSCC. WSCC warrants that it is accredited by the Higher Learning Commission (HLC). WSCC will immediately notify Tiffin University if such accreditation ceases to exist.
- d. Accreditation of Tiffin University. Tiffin University warrants that it is accredited by the Higher Learning Commission (HLC). Tiffin University will immediately notify WSCC if such accreditation ceases to exist.
- e. Admissions Processing. For those past or present students who meet the articulation criteria, Tiffin University will consider their applications for admission in accordance with standard Tiffin University admission application evaluation criteria, while taking into consideration students' accomplishments at WSCC.
- 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, Tiffin University will work with WSCC to develop strategies to provide students and graduates timely information about program opportunities and program requirements.
- h. Referrals. WSCC shall use its best efforts to inform and market to past and present students the Articulation Program with Tiffin University and will refer those students who have expressed an interest about completing their degree at another university to Tiffin University. To that end, WSCC will actively work with Tiffin University to produce materials and documentation that illustrate the Articulation Program and how the materials and documentation will be marketed to past and present students of WSCC. WSCC shall provide statements to Tiffin University each academic semester of all students who have expressed an interest in transferring to complete degrees.

**2. Term and Termination.**

- a. Term. This Agreement will run from the Effective Date until either parties terminates the agreement.
- 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 Tiffin 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, WSCC students previously accepted by or admitted to Tiffin University shall continue to receive the benefits contemplated by this Agreement, provided those students remain in compliance with all standards and policies established and maintained by Tiffin University.

**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.
- d. Survival. Section 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Signatures. For the purpose of interpreting this Agreement, facsimile or electronic signatures shall be considered equivalent to original signatures.
- 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. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by

**Attachment A**

**Articulation Agreement Dated January 21, 2022  
By and between  
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and  
Tiffin University**

**Articulation Criteria and Articulation Benefits**

1. ***The articulation criteria are:***
  - a. Acknowledgment by Tiffin University of completion of an Associate Degree or Credit Hour Equivalent (i.e., 60 semester hours);
  - b. Proper completion of a Tiffin University application;
  - c. Submission of a high school transcript (if an associate's degree has not been earned);
  - d. Submission of an official WSCC transcript; and
  - e. Formal acceptance into Tiffin University in accordance with Tiffin University admissions standards.
  
2. ***The articulation benefits are:***
  - a. College course credits with a grade of "C" or better will transfer as equivalent to Tiffin University courses as shown in the transfer guide.
  - b. If student is admitted in Tiffin University with an associate's degree, the full degree will be awarded, included courses with a "D." Any additional credit earned after 60 credits will be evaluated credit by credit so that the student is able to maximize their transfer credits. Students will be given the opportunity to petition for a course evaluation should they feel that they already completed a required major course. Tiffin University requires 30 credit hours be completed here to earn a bachelor's degree.
  - b. Advise potential students on courses needed to finish their bachelor's degree at Tiffin University.

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.

- j. 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 or any other protected characteristic.

**INTENDING TO BE LEGALLY BOUND**, by signing below, each party acknowledges its Agreement with the terms and conditions of this Agreement as of the Effective Date.

**Washington State Community College**

By:  \_\_\_\_\_

Dr. Jona Rinard

Dean Transfer & Services

**TIFFIN UNIVERSITY**

By:  \_\_\_\_\_  
Dr. Peter Holbrook

Provost and Chief Academic Officer