

ARTICULATION AGREEMENT
Between
Cuyahoga Community College District
and
Vocational Guidance Services
Hospitality Program

THIS ARTICULATION AGREEMENT (the “Agreement”) is entered into on this 16 day of March 2015 (the “Effective Date”) by and between Cuyahoga Community College District (the “College”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and Vocational Guidance Services (“VGS”), with an address at 2239 E 55th St., Cleveland, Ohio 44103. The College is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and VGS is an Ohio non-profit corporation engaged in the business of providing vocational training services, meeting the provisions of Chapter 3332 of the O.R.C., at its Cleveland, Ohio facility. The College and VGS desire to enter into a contract pursuant to which certain students of VGS would be permitted to transfer credits to the College, 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. Articulation Criteria and Articulation Benefits are defined on Attachment A.
- b. VGS students who meet the Articulation Criteria will be eligible for the Articulation Benefits.

2. *Duties and Warranties of VGS.*

- a. VGS warrants that the Hospitality training program as described is based on current standards for the National Restaurant Association, ServSafe Certification training. VGS covenants that it will immediately notify the College upon learning of changes requiring program modification.
- b. VGS has delivered to the College the current curriculum and content of the VGS program referenced on Attachment A. This curriculum and content will not change without VGS first giving the College not less than 60 days prior notice.
- c. Once each academic term, VGS will identify those of its students (the “Potentially Eligible Students”) who meet or who, within six months, may be reasonably expected to meet, Articulation Criteria 1(a) and 1(b) (see Attachment A). Once each academic term, VGS will notify all Potentially Eligible Students of their potential eligibility for the Articulation Benefits, and will encourage them to consider applying to the College.

- d. Once each academic term, VGS will provide a list of all Potentially Eligible Students' names, postal addresses, and email addresses (to the extent such disclosures are permitted by law and in accord with the *Family Educational Rights and Privacy Act* of 1974 (*FERPA* or the Buckley Amendment)) to the College. VGS will cooperate reasonably with the College's efforts to solicit the interest of Potentially Eligible Students in the College.
- e. For each VGS student who applies to the College and seeks Articulation Benefits, VGS will certify and warrant that the student has met Articulation Criteria 1(a) and 1(b) (assuming the student has done so), using a document in the form attached as Exhibit A.
- f. VGS shall indemnify and hold harmless the College and the College's trustees, agents, officers, and employees from all costs, claims, demands, liabilities, losses, and demands (including without limitation legal fees and other costs of defense) that arise out of or relate to this Agreement.
- g. For all VGS students who apply to the College, VGS will deliver to the College the students' records to the College promptly after receiving a request to do so.

3. *Duties and Warranties of the College.*

For those VGS students who meet Articulation Criteria 1(a-c) and 1(f), the College will consider their applications for admission in accordance with standard College admission application evaluation criteria.

4. *Term and Termination.*

- a. This Agreement will run from the Effective Date until the end of the last day of June 2017 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 College, 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.

iii. If this Agreement would violate any law or regulation adversely affecting the accreditation of either institution, or any license or exemption issued by a Federal or State educational board or commission, either institution may terminate the Agreement immediately upon written notice (see section 5.f., below).

5. *Miscellaneous.*

- a. No Curriculum Commitment. This Agreement in no way requires either party to offer any course, curriculum, major, or degree; provided that VGS will honor its duties contained in Sections 2(a) and 2(b).
- b. Non-Exclusivity. This Agreement is not exclusive; either party may enter into similar agreements with any other party.
- c. 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.
- d. 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.
- e. 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.
- f. 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 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 Cuyahoga Community
College District:
Lisa Williams
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, Ohio 44115

For Vocational Guidance
Services:
Robert E. Comben, Jr.,
President and CEO
2239 E. 55th Street
Cleveland, Ohio 44103-4451

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, Ohio 44115-2878


- 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 other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.
- 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 will 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. Force Majeure. Neither party shall be liable to the other to the extent such party's performance is prevented, delayed or made substantially impracticable as a result of any Force Majeure Event. "Force Majeure Event" means an act of nature, act of God, act of terrorism or the public enemy, war, civil disturbance, military action, action of a court or public authority, or strike. The party whose performance is prevented, delayed or made substantially impracticable shall promptly notify the other party of the existence of the Force Majeure Event.
- k. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement.
- l. 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.
- m. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder.
- n. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than the College and VGS.
- o. Facsimile Signatures. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

- p. 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 ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, pregnancy or color.

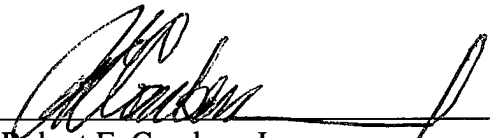
INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

**CUYAHOGA COMMUNITY COLLEGE
DISTRICT:**

VOCATIONAL GUIDANCE SERVICES:

By: 

Lisa Williams
Vice President of Learning and Engagement

By: 

Robert E. Comben, Jr.
President and CEO

**Attachment A
To The
Articulation Agreement Dated March 16, 2015
By and Between
Cuyahoga Community College District and VGS**

Articulation Criteria and Articulation Benefits

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

- a. Completion of the eight week program in VGS’s Food Service Hospitality Training.
- b. Successful completion of VGS’s program in Food Service Hospitality.
- c. Submission of the College standard application for admission, in accordance with the general rules governing submission of such applications.
- d. Admission to the College no later than 12 months after completion of the courses set forth in Section 1(a), above. (Only course completion during the previous 12 months are eligible for articulated credits, no exceptions may be made to the 12 month requirement.) No special admission preference will be given to VGS students.
- e. Delivery of a valid National Restaurant Association, ServSafe Certificate to the Office of the Registrar of the College.
- f. Delivery to the Office of the Registrar of an executed officer’s certificate of VGS in the form attached hereto as Exhibit A.

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

Students meeting the stated criteria set forth in Section 1(a-f) will be awarded credit for the following College courses:

Hosp. 1020 Sanitation and Safety 2 semester credit hours

Exhibit A

Officer's Certificate of Vocational Guidance Services ("VGS")

I, _____ [name] do hereby certify and warrant that I am the _____ [title] of VGS and that I am duly authorized to sign and deliver this officer's certificate on behalf of VGS. I further certify and warrant that _____
_____ [graduate's name] graduated from VGS's program in Food Service Hospitality and has successfully completed the eight week training program in VGS's Food Service Hospitality program, thereby meeting Articulation Criteria 1(a) and 1(b) as more fully set forth in the Articulation Agreement dated March 16, 2015 by and between Cuyahoga Community College District and VGS.

Signed this __ day of _____, ____:

By: _____

Print Name: _____

Title: _____