

**Dual Admission Agreement
By and Between
Cuyahoga Community College District
and
Central State University**

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 24th day of August 2018 (the "Effective Date") by and between Cuyahoga Community College District (Hereafter referred to as "The College"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and Central State University (Hereafter referred to as "Central State"), with an address at 1400 Brush Row Road, Wilberforce, Ohio, 45384. The College and Central State are both Ohio institutions of higher education. The College and Central State (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 Central State, according to the terms contained in this Agreement.

BACKGROUND

The College and Central State desire to enter into a contract clarifying the status and treatment of students who choose to enroll at Central State while also studying at the College. The goal of the Dual Admission Program (the "Program") established by this Agreement is to recruit and enroll Dual Admission Students ("students") to the College and Central State with the intent that the students first complete an Associate degree at the College, while purposefully preparing for transfer to Central State to complete a Bachelor degree at Central State. While enrolled at the College, students will have access to many services and programs at Central State that generally are not available until they matriculate to Central State, and they may be eligible for Central State transfer scholarships after they complete their Associate degree at the College and enroll at Central State.

ACCORDINGLY, in consideration of the foregoing, of the other 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:

A. Admission Requirements and Processes

Students may apply and be admitted to the Program directly out of high school or as transfer students. In either case, students would begin the Program by completing an Associate degree at the College, while purposefully planning to transfer to Central State for Bachelor degree completion. The Program requires that students be accepted by both the College and Central State.

1. The Program application will be available from a Campus Enrollment Services Office of any Tri-C campus and the Admission Office of Central State. High school students who wish to participate in the Program should complete the Program application and submit it to an Enrollment Center Office at Tri-C or to the Admission Office of Central State. Students of the College who wish to participate in the Program as transfer students to Central State should complete

the Program application and submit it to the Admission Office at Central State. In each case, the application fee will be waived.

2. High school graduates with no college credit who meet the standard admission requirements for the College but do not initially meet the admission requirements for Central State may enroll at the College and then reapply to the Dual Admission Program as a deferred Program candidate after completing 24 semester credits of coursework at the College as established in Section A 3.
3. Students applying for deferred admission to the Program must have completed a minimum of 24 transferable, non-developmental semester credits at the College to include ENG 1010 and one college level math class (Math 1250 or higher) with a minimum grade of a C in each and a cumulative GPA of 2.0, to be eligible to be accepted as a deferred Program candidate, subject to Central State's admission policies applicable to applicants in general. Students of the College who have been accepted into the Program under deferred admission will have the Central State catalog rights of the term to which they are accepted at Central State.
4. As part of the process of applying to the Program, students will sign an agreement to release their student record information between the College and Central State.
5. All general education and other non-developmental courses of the College for which the student receives a grade of C or better will transfer to and will be applied toward fulfilling Bachelor degree requirements at Central State. In some cases, a student may also receive credit for a D. Only courses completed at Central State will be used to calculate the cumulative GPA for Central State.

B. Program Enrollment

1. The College and Central State acknowledge that full-time students in the Program may, take one course at Central State during each Fall and Spring semester, at no additional charge beyond the tuition of the College.
2. To help ensure a seamless transfer, academic advisors from Central State will work with The College's counseling faculty to advise students and the Transfer Centers to conduct appointments on each of the College's campuses with Program students and candidates. All Program students will be advised so as to be able to complete their Associate degree prior to transfer while simultaneously completing Central State Bachelor degree requirements.
3. Students of the College who are dually admitted will receive a Central State identification card and shall be entitled to all facilities and services offered to Central State's regularly admitted students. These include but are not limited to access to Central State's libraries, career services, wellness center, recreation centers, computer labs, sporting events, parking, email and internet access.

C. Program Administration

1. Dual Admission Students will be coded and tracked in the student information systems at both Central State and the College.
2. Central State and the College will each assign a representative to serve as a liaison and will assure continued communication between the two institutions on matters related to this Agreement. Representatives of Central State and of the College will formally review this Agreement on an annual basis.
3. Central State and the College will jointly hold a Program orientation prior to the beginning of each academic term. This orientation will be required for all new Program students prior to registering for their classes. The orientation will assist Program students in understanding general education and developmental requirements and will acquaint them with services available to them at both institutions. It will also enable them to meet with the College's Counselors and Central State Academic Advisors.
4. Except as may be prohibited by law or Central State policy, Central State will send an annual report to the College on the progress of Program students after their transfer to Central State. Except as may be prohibited by law or policy of the College, the College will send Central State an annual report on the progress of Program students of the College.
5. Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Program.
6. All promotion and advertising of the Agreement must conform to the statement approved by the College's Integrated Communications Department and the University Public Relations Department at Central State (see Attachment C).

D. Student Conduct

1. Program students will be subject to the policies and procedures of the College, when participating in programs of the College or when present at facilities of the College. Program students will also be subject to the policies and procedures of Central State, when participating in Central State programs or when present at Central State facilities. Students in the Program will be required to sign a Central State Code of Conduct Acknowledgement during the Program Orientation.
2. Except as may be prohibited by law or by an applicable policy of a Party to this Agreement, Central State and the College will each promptly notify the other of any financial, disciplinary, or academic actions that have been or are about to be

taken against a Program student. The College and Central State may take any of these actions on their own, and the other Party is not required to take similar action against a Program student merely because such an action was taken by the other Party. Except as set forth explicitly in this Agreement, neither Party will have any authority to direct the actions of the other Party relating to any Program student.

E. Financial Aid and Scholarships

1. Subject to applicable law and any applicable policies of each institution, Program students who wish to apply for financial aid will do so via the College's Financial Aid Office for periods of part-time or full-time enrollment at the College, and will apply for financial aid via Central State's Financial Aid Office for periods of part-time or full-time enrollment at Central State.
2. Students attending both institutions simultaneously and applying for financial aid benefits will complete all necessary applications and consortium agreements as required by the individual institutions.

F. Term and Termination

1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2021 academic term of the College or of Central State (whichever comes later), at which time this Agreement will automatically expire unless extended in writing signed by both Parties prior to termination.
2. Either Party may terminate this Agreement in the event of a material breach by the other Party, effective upon the date that is 90 days after the notice that includes a description of the breach, *provided* 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.
3. Upon expiration or termination of this Agreement for any reason, Program students previously accepted by or admitted to Central State shall continue to receive the benefits contemplated by this Agreement.

G. Miscellaneous

1. 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.

2. Notices. All notices or other written communications relating to termination, expiration, or legal matters required or permitted under this Agreement shall be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either Party at its address first set forth above with, in the case of the College, an additional copy addressed to "Office of General Counsel".

For Cuyahoga Community College District: For Central State University:

Lindsay S. English, Ph. D.
Interim Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, Ohio 44115

Pedro Martinez, Ph.D.
Provost and Vice President
P.O. Box 1004
Wilberforce, OH 45384

With a copy to:

Office of General Counsel
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

Office of General Counsel
Central State University
P. O. Box 1004
Wilberforce, OH 45384

3. 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 writing signed by both Parties.

Survival. Section F (3) and this Section G shall survive expiration or termination of this Agreement for any reason

4. Data Exchange. The parties shall exchange information annually 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. Central State will provide the College with information regarding the success of students transferring to Central State while utilizing the benefits of this Agreement.

Cuyahoga Community College Contact:
Chris Dorsten, Registrar
Chris.Dorsten@tri-c.edu
216.987.3014

Central State University Contact:
Felicia Harris, Ed.D. University Registrar
FHarris@centralstate.edu
937-376-6611

5. 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

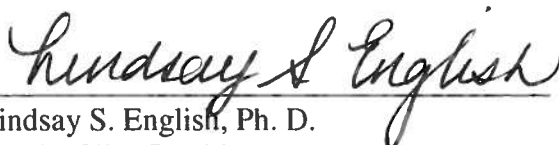
of any kind, whether oral or written, between the Parties with respect to such subject matter.

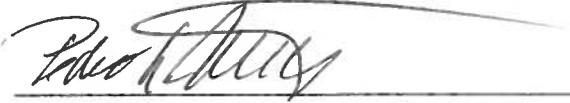
6. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single Agreement.
7. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any Party other than the College and Central State.
8. Facsimile Signatures. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
9. Neutral Interpretation. This contract has been prepared for signature only after each Party has had sufficient opportunity to negotiate changes. Each Party has been represented by its own lawyer, has had sufficient opportunities to consult with that lawyer, and has done so. The Parties agree that this contract should be understood and interpreted as a document fully negotiated and accepted by the Parties, and should not be construed against the drafting Party.
10. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking action (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.

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:

CENTRAL STATE UNIVERSITY:


Lindsay S. English, Ph. D.
Interim Vice President,
Learning and Engagement


Pedro Martinez, Ph.D.
Provost and Vice President,
Academic Affairs

Attachment A
to the
Dual Admission Program Agreement
Dated August 24, 2018
By and Between
Cuyahoga Community College District
and
Central State University

Dual Admission Program Criteria and Benefits

1. *The Program criteria are:*

- a. Students must complete:
- an associate degree at Tri-C
 - minimum of 25 transferable Tri-C credits prior to enrolling at Central State
 - have a minimum cumulative GPA of 2.5
 - have completed English 1010 and 1020 and Mathematics appropriate to major

2. *The Program benefits are:*

- a. Guaranteed acceptance to Central State upon completion of the Program
- b. Access to Academic counselors and advisors at both Tri-C and Central State
- c. Transfer to Central State with junior-level standing if 60 semester hours are earned
- d. Full time students in the Program can enroll in one class each fall and spring (maximum of 4) at Central State and pay the Tri-C tuition rate for the courses they take at Central State.
- e. Enrolled Dual Admission students will have access to the Central State library, computer labs, career services, internship opportunities, recreational facilities, access to the Central State portal, campus events and other academic program activities.

Attachment B
to the
Dual Admission Program Agreement
Dated August 24, 2018
By and Between
Cuyahoga Community College District
and
Central State University

Marketing and Advertising Restrictions

Promotion of Partnership to Domestic and International Students

In order for Cuyahoga Community College and Central State 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:

Cuyahoga Community College District:

Eric Wheeler
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517
F: 216-987-4806

Central State University:

Nicholas Novy
Interim Director, Public Relations
Office of Public Relation
Central State University
Lionel Newsome Bldg.
P.O. Box 1004
Wilberforce, OH 45384
P: 937-376-6126
F: 937-376-6103