



**Dual Admission and Enrollment Agreement
between
Cuyahoga Community College
and
Central State University**

THIS AGREEMENT (the “Agreement”) is entered into as of this 16th day of June, 2009 (the “Effective Date”) by and between **Cuyahoga Community College District** (“CCC”), an institution of higher education and a political subdivision of the State of Ohio with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and **Central State University** (“CSU”), an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code with an address of 1400 Brush Row Road, Wilberforce, Ohio 45384.

BACKGROUND

CCC and CSU desire to enter into a contract clarifying the status and treatment of students who enter a program that allows them to enroll at CSU while studying at CCC. The goal of the program (the “Dual Admission Program”) established by this Agreement is to recruit and enroll students (“Dual Admission Students”) to CCC and CSU, with the intent that students first complete the associate’s degree at CCC, while purposefully preparing for transfer to CSU to complete the bachelor’s degree. While enrolled at CCC, Dual Admission students will have access to many services and programs at CSU that generally are not available until a student matriculates, and they may be eligible for *scholarships* once they complete their associate’s degree and enroll at CSU.

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

1. The Dual Admission Program requires that Dual Admission Students be accepted by CCC, and also by Central State University.
2. Students may apply and be admitted to the Dual Admission Program directly out of high school or as college transfer students. In either case, students would begin the Dual Admission Program by completing an associate degree at CCC, while purposefully planning to transfer to CSU for bachelor degree completion.
3. A joint Dual Admission Program application will be available from the Admission Offices of both CCC and CSU. High School students who wish to

participate in the Dual Admission Program should complete the Dual Admission Application and submit it to the Admission Offices of both CCC and CSU. CCC students who wish to participate in the Dual Admission Program should complete the Dual Admission Application and submit it to the Admission Office at CSU. In each case, the CSU application fee will be waived.

4. Students applying to the Dual Admission Program who have more than 25 transferable CCC credits, and who have completed ENG1010, ENG1020 and MATH1200 with a minimum cumulative GPA of 2.5, will be accepted to the Dual Admission Program – subject to CSU’s admission policies applicable to applicants, in general. Students must have a high school diploma or GED to apply to the Dual Admissions Program at CSU. Students who do not have a high school diploma or GED must obtain at least 30 semester hours at CCC before applying to CSU.

CCC and CSU will expect all Dual Admission Program applicants to complete an associate degree prior to transfer to CSU.

6. As a part of the process of applying to the Dual Admission Program, applicants will permit release of student record information between CCC and CSU.
6. All CCC general education and other non-remedial courses in which the student receives a passing grade will transfer and will be applied toward fulfilling baccalaureate degree requirements at CSU. Only courses earned at CSU will be used to calculate the cumulative GPA for CSU.
7. Neither party shall discriminate against Dual Admission Students or Dual Admission Program applicants on the basis of race, color, religion, gender, sexual orientation, age, national origin or ancestry, or disability.

B. Dual Admission Enrollment

1. Part-time Dual Admission Students may enroll in a maximum of four courses at CSU prior to transfer, no more than one course per semester.
2. Academic advising of Dual Admission Students during their periods of enrollment at CCC will be made available at both CSU and CCC. CCC will provide CSU access to student records as needed so that baccalaureate program advising may take place.
3. CSU will provide Dual Admission Students access to CSU services including library privileges, notification of CSU campus events, invitations to participate in career-oriented organizations, and other activities that would broaden their academic program.

C. Program Administration

1. Dual Admission Students will be coded and tracked in the Student Information Systems at both CSU and CCC.
2. CSU and CCC will each assign a representative to serve as a liaison and assure continued communication between the two institutions on matters related to this Agreement. CSU and CCC representatives will formally review this Agreement on an annual basis.
3. CSU and CCC will jointly hold a Dual Admission Program orientation prior to the beginning of each academic term. It will also enable them to meet with CCC and CSU counselors.
4. CSU will send an annual report to CCC on the progress of Dual Admission Students after their transfer to CSU. Except as may be prohibited by law or CCC policy, CCC will send CSU an annual report on the progress of CCC Dual Admission Students.
5. Dual Admission Students will not be assessed a transcript request fee for transcripts issued for the administration of the Dual Admission Program.
6. Marketing will be coordinated by the Office of Admission at CSU and the Office of Public Affairs at CCC.

D. Student Conduct

1. Dual Admission Students will be subject to the policies and procedures of CCC, when participating in CCC programs or when present at CCC facilities. Dual Admission Students will also be subject to the policies and procedures of CSU, when participating in CSU programs or when present at CSU facilities.
2. CSU and CCC will each promptly notify the other of any financial, disciplinary, or academic actions that have been or are about to be taken against a Dual Admission Student. CCC and CSU may take any of these actions on their own, and the other party is not required to take similar action against a Dual Admission 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 Dual Admission Student.

E. Financial Aid and Scholarships

1. Dual Admissions Student enrolling in CSU on a full-time basis will be eligible to receive scholarship awards from CSU in amounts to be determined solely by CSU. Transfer students must meet the required cumulative grade point average for applicable scholarships that are available.

2. Subject to applicable law and any applicable policies of each institution, Dual Admission Students who wish to apply for financial aid will do so via CCC's Financial Aid Office for periods of part-time or full-time enrollment at Tri-C, and will apply for financial aid via CSU's Financial Aid Office for periods of part-time or full-time enrollment at CSU.

F. Term and Termination.

1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2012 academic term of CCC or of CSU (whichever comes last), at which time this Agreement will automatically expire unless extended in a 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* 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.
3. Upon expiration or termination of this Agreement for any reason, Dual Admission Students previously accepted by or admitted to CSU 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 services, or by certified mail, return receipt requested to either party at its address first set forth above with, in the case of CCC, an additional copy addressed to "General Counsel."
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 a writing signed by both parties.
4. Survival. Sections F(3) and this Section G shall survive expiration or termination of this Agreement for any reason.

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 CCC and CSU.
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 opportunities 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.

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.

CENTRAL STATE UNIVERSITY

CUYAHOGA COMMUNITY COLLEGE DISTRICT

Terrence Glass, Ph.D.

Linda Simmons, Ed.D.

Provost and Vice President for Academic
Affairs

Vice President, Academic and Student Affairs