#### Dual Admission and Enrollment Program Agreement By and Between Cuyahoga Community College District and Ursuline College

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 1st day of April, 2021 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and Ursuline College (Ursuline), with an address at 2550 Lander Road, Pepper Pike, OH 44124. The College and Ursuline are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code and members of the Ohio College and University System. The College and Ursuline (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 Ursuline, according to the terms contained in this Agreement.

#### BACKGROUND

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

**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 college transfer students. In either case, students would begin the Program by completing an Associate degree at the College, while purposefully planning to transfer to Ursuline for Bachelor degree completion. The Program requires that students be accepted by both the College and Ursuline.

1. Process: The Program application will be available on Tri-C's website on the Dual Admission landing page for current Tri-C students or those who have been admitted to Tri-C and wish to participate in the Program. There is no application fee.

- 2. Eligibility/Criteria: See Attachment A.
- 3. 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 Ursuline.
- 4. 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 Ursuline. Only courses completed at Ursuline will be used to calculate the cumulative GPA for Ursuline.

### **B.** Program Enrollment

- 1. The College and Ursuline acknowledge that full-time students of the College may, under the former Northeast Ohio Council on Higher Education Cross Registration Agreement, take one course at Ursuline 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 Ursuline will work with the College's counseling faculty to advise students and the Transfer Centers to conduct appointments 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 Ursuline Bachelor degree requirements.
- 3. Students of the College who are dually admitted will receive an Ursuline identification card and may be entitled to all facilities and services offered to Ursuline's regularly admitted students. These may include but are not limited to access to Ursuline's libraries, career services, wellness center, recreation centers, computer labs, sporting events, parking, email and internet access.

### C. Program Administration

- 1. The College will provide one comprehensive dual admission application for all partners. Once the Dual Admission Partnership Application has been submitted, the Registrar's Office will exchange application materials and supporting documents (Tri-C and high school transcripts and test scores if applicable) with the designated representative at Ursuline within 10 business days of receipt via an electronic platform. Ursuline may also choose to utilize a supplemental application in order to collect additional information.
- 2. Dual Admission Students will be coded and tracked in the student information systems at both Ursuline and the College. Ursuline will notify the College of Program admission decisions. Ursuline will provide a student status report including graduated and inactive students to the College at the completion of each semester. The parties shall exchange transcripts each semester for program students as well as sharing annual information regarding student success related to this Agreement.

- 3. The College will, upon receiving written request, provide to Ursuline 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. Ursuline will send an annual report to the College on the progress of Program students after they transfer to Ursuline, except as may be prohibited by law or Ursuline policy.
- 4. Ursuline 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 students.
- 5. Representatives of Ursuline and of the College will formally review this Agreement on an annual basis.
- 6. Ursuline and the College will hold a Program orientation prior to the beginning of each academic term. This orientation may be virtual or in person and may be replaced with literature or a phone conversation. 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 Ursuline's Academic Advisors.
- 7. Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Program.
- 8. All promotion and advertising of the Agreement must conform to the statement approved by the College's Integrated Communications Department and the Marketing Department at Ursuline (see Attachment C).
- 9. In an effort to maintain updated and current transfer guides, both institutions will exchange electronic files for curriculum and course changes and updates on a yearly basis, contingent on the capacities of each institution.

### 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 Ursuline, when participating in Ursuline programs or when present at Ursuline facilities.
- 2. Except as may be prohibited by law or by an applicable policy of a Party to this Agreement, Ursuline 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 Ursuline 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 Ursuline's Financial Aid Office for periods of part-time or full-time enrollment at Ursuline.
- 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 2025 academic term of the College or of Ursuline (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 Ursuline shall continue to receive the benefits contemplated by this Agreement.

### G. Miscellaneous

- 1. <u>Severability</u>. 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. <u>Notices</u>. 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 Ursuline College:

Lindsay S. English, Ph.D.	Kathryn M. LaFontana, Ph.D.
Vice President for Learning and	Vice President for Academic Affairs
Engagement	Ursuline College
700 Carnegie Avenue	2550 Lander Road
Cleveland, Ohio 44115	Pepper Pike, Ohio 44124

With a copy to:

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

- 3. <u>Waivers and Amendments</u>. 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.
- 4. <u>Survival</u>. Section F (3) and this Section G shall survive expiration or termination of this Agreement for any reason.
- 5. <u>Complete Agreement; Integration</u>. 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. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single Agreement.
- 7. <u>No Third Party Beneficiaries</u>. This Agreement does not and is not intended to confer any rights or remedies upon any Party other than the College and Ursuline.
- 8. <u>Facsimile Signatures</u>. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- 9. <u>Neutral Interpretation</u>. 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:** 

**URSULINE COLLEGE:** 

Lindsay S. English Lindsay S. English

Vice President, Learning and Engagement

Kathun M. In Fortuna

Kathryn M. LaFontana Vice President for Academic Affairs

### Attachment A to the Dual Admission and Enrollment Program Agreement Dated April 1, 2021 By and Between Cuyahoga Community College District and Ursuline College

#### Dual Admission and Enrollment Program Eligibility/Criteria and Benefits

A. The Program eligibility/criteria are:

Students are eligible to participate in the Dual Admission Program under this Agreement if they:

- Have successfully attained a High School diploma
- Meet the below admissions requirements for first-year students, transfer students (non-UCAP), or UCAP transfer students
- Are intending to complete their first associate's degree
- Have not attained a college degree
- Are planning to complete a bachelor's degree program at Ursuline
- Are not currently and have never been an Ursuline student
- 1. <u>First-Year Applicants</u>. Operating within a holistic admission policy for first-year students, minimum grade point averages, class ranks, and standardized test scores are not specified for admission to most academic programs (See note below--Nursing admission does require certain minimums). Rather, the review committee considers the following indices, which together must provide evidence of readiness for future success at Ursuline:
  - a) Evidence of a college preparatory curriculum, including:
    - i. 4 years of English
    - ii. 3 years of Math (including Algebra II), Science, and Social Studies
    - iii. 2 years of the same Foreign Language
    - iv. 1 year of Fine or Performing Arts
  - b) Grade point average and grade trends
  - c) Evidence of college readiness according to ACT or SAT scores
  - d) Extracurricular activities and accomplishments
  - e) Writing ability, assessed through a personal statement
  - f) Recommendation from a teacher or school counselor
  - g) Rigor of coursework
  - h) Note: First-Year Nursing Applicants must also complete Algebra II, Chemistry, and Biology with at least a C+, while earning a minimum 20 ACT composite/950 SAT composite (CR+M) and 2.75 cumulative GPA.
- 2. <u>Transfer Applicants (Non-UCAP)</u>. To be considered eligible for admission to Ursuline, transfer applicants must:

- a) Provide evidence of ability to succeed in college coursework, typically entering with a cumulative college GPA of at least 2.5.
- b) Show evidence of college readiness through ACT/SAT results; only required and considered if applicant is under age 23 with less than 30 earned semester hours.
- c) Display personal qualities, work experience, and extracurricular success that predict college-level success, as evidenced in letter(s) of recommendation and optional on-campus interview.
- d) Note: Transfer Applicants to Nursing will not be eligible for admission with more than two unsuccessful attempts at core science courses. Earning a grade lower than a C or withdrawing from Anatomy & Physiology, General Chemistry, Organic/Biochemistry and Microbiology will be considered unsuccessful attempts at core science.
- 3. <u>UCAP Transfer Applicants</u>. To be considered eligible for admission to UCAP, the Ursuline College Adult Program (a degree completion program offering courses in an accelerated course format over 5 weeks and held in the evenings), transfer applicants must:
  - a) Provide evidence of full-time enrollment (9 or more credit hours) at Tri-C toward the Associate's Degree;
  - b) Submit all official transcripts (those issued directly by the Registrar) from each college or university previously attended, (if applicable) with a cumulative GPA of at least 2.5.
  - c) Display personal qualities and/or professional work experience as evidenced in letter(s) of recommendation and an on-campus interview.
  - d) RN to BSN candidates will not be eligible for admission into the UCAP RN to BSN program with more than 2 unsuccessful attempts in core science courses. Earning a grade lower than a C or withdrawing from Anatomy & Physiology, General Chemistry, Organic/Biochemistry and Microbiology will be considered unsuccessful attempts at core science.
  - e) RN licensure is required for admission into the UCAP RN to BSN program.

### B. The articulation benefits ("Articulation Benefits") are:

- 1. Students in the Dual Admission Program are considered students of each institution and are eligible to participate in and have all services available to current students of each institution.
- 2. Dual Admission Program students enrolled in at least twelve (12) semester credit hours for the semester, six (6) of the hours must be Ursuline credit hours, will be eligible to apply for on-campus housing at Ursuline. Ursuline will determine whether or not housing will be permitted and the application accepted.
- 3. Students should receive advising and counseling from both institutions to maximize the transferability of all earned credits and the applicability of College credits to the bachelor's degree at Ursuline. Students should be aware that it is possible that earned credits will not always apply to the majors for the bachelor's degree.
- 4. Ursuline's admission fee for dual admission program students will be waived.

# Attachment B to the Dual Admission and Enrollment Program Agreement Dated April 1, 2021 By and Between Cuyahoga Community College District and Ursuline College

#### **Marketing and Advertising Restrictions**

Promotion of Partnership to Domestic and International Students

In order for Cuyahoga Community College and Ursuline 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 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, 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:	Ursuline College:
Eric Wheeler	Richard Konisiewicz
Director, Creative Services	Vice President for Institutional Advancement
Integrated Communications Department	Ursuline College
Cuyahoga Community College	2550 Lander Road
Jerry Sue Thornton Center	Pepper Pike, Ohio 44124
2500 E. 22nd Street	P: (440) 646-8124
Cleveland, Ohio 44115	
P: 216-987-3517	
F: 216-987-4806	

# Attachment C to the Dual Admission and Enrollment Program Agreement Dated April 1, 2021 By and Between Cuyahoga Community College District and Ursuline College

# **Dual Admission Partner Process**

# Tri-C

- Provide one online application on Dual Admission webpage <u>https://www.tri-</u> <u>c.edu/transfer/transfer-resources/dual-admission.html</u>
- Registrar receives application
  - Registrar processes application, adds attribute code in Banner, and sends materials (application, Tri-C transcript, HS transcript/test scores if available) to partner school. As a part of application process, students are required to sign agreement allowing for information sharing between institutions
  - Registrar will send official Tri-C transcript to partner school after each fall, spring, summer semester (within 30 days of end of semester) for active Program students
- Provide a process for self-withdrawal for Dual Program
- Transfer Centers will act as point of contact for student questions (each campus will be assigned as point of contact for designated partner schools)

### **Partner Institution**

- Designate a contact person to receive applications and supporting documents
- Provide a contact person to receive and send status reports and transcripts
- Provide clear admission requirements
- Provide a timeline for admission decisions
- Review applications, make admission decisions, and notify students of admission decisions
- Notify student if additional information is needed to make decision
- Inform Tri-C of accepted/denied students
- Provide steps to enroll in courses at partner school
- Submit status report to Tri-C each semester within 30 days of end of each fall, spring, summer semester (to include active/inactive Program students and official transcripts for students who have completed coursework)
- Provide a process for self-withdrawal for Dual Program
- It is highly recommended to provide a dual admission orientation of some sort (group or individual)
- Provide a general transfer guide or equivalency materials or links

### Attachment D (optional) to the Dual Admission and Enrollment Program Agreement Dated April 1, 2021 By and Between Cuyahoga Community College District and Ursuline College

# **Transfer Guide and/or Equivalency Link** General Education equivalency charts are very helpful when advising students.

Dual Admission | Ursuline College - Liberal Arts Education in Ohio