



Dual Admission & Enrollment Agreement Between Cuyahoga Community College District and The University of Akron

THIS AGREEMENT (the "Agreement") is entered into as of this 17th day of October, 2018 (the "Effective Date") by and between **Cuyahoga Community College District** (Hereafter referred to as "Tri-C"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878 and **The University of Akron** (Hereafter referred to as "UA"), with an address at 302 Buchtel Common Akron, Ohio 44325. Tri-C and UA are institutions of higher education established pursuant to Section 3354 of the Ohio Revised Code. Tri-C and UA (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 Tri-C would be eligible for articulated course credits at UA, according to the terms contained in this Agreement.

BACKGROUND

Tri-C and UA as part of the University System of Ohio desire to enter into a contract (Dual Admission Program) clarifying the status and treatment of students who intend to be admitted and may choose to enroll at UA while studying at Tri-C. The goal of the partnership program established by this Agreement is to recruit and enroll students to Tri-C and UA who intend to first complete the associate's degree at Tri-C, while purposefully preparing for transfer to UA to complete the bachelor's degree. While enrolled at Tri-C, Dual Admission Program Students (Hereafter referred to as "Program students") will have access to many services and programs at UA that generally are not available until a student matriculates to UA.

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 Dual Admission Program directly out of high school or as a currently enrolled Tri-C student. In either case, students would begin the Dual Admission Program by completing an associate degree at Tri-C, while purposefully planning to transfer to UA for bachelor degree completion.

1. The Program application will be available from a Tri-C Transfer Center, Enrollment Center, or on the Tri-C or UA websites. Students who wish to participate in the Program should complete the Dual Admission Application and submit it to a Transfer Center or Enrollment Center at Tri-C. No application fee is required.
2. All students who meet the standard admission requirements for Tri-C will be eligible for the Dual Admission Program.

3. Students directly out of high school who have applied for admission to UA but have been deferred to Tri-C to begin their college career are also eligible to participate in the Dual Admission Program.
4. Students who have previously attended UA are not eligible for the Dual Admission Program.
5. Tri-C students who have been accepted into the program will have catalog rights at UA from the term their Dual Admission Program application is accepted and their attendance at UA will be governed by UA's policies.
6. As a part of the process of applying to the Dual Admission Program, students will sign an agreement so student education records information may be shared between Tri-C and UA, in manners consistent with information security requirements.
7. Acceptance of credits does not guarantee that transfer courses automatically meet course and/or program requirements for graduation. Students must review individual course and program requirements with their academic adviser to determine whether transfer courses will count toward graduation. Only courses earned at the baccalaureate degree granting university (UA) will be used to calculate the cumulative GPA for said university. In addition, the transfer of credit to UA follows Ohio's Articulation and Transfer Policy.
8. 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.
9. A Program student must submit an Intent to Enroll Form one semester prior to matriculation to UA. This form can be found on both the UA and Tri-C websites.
10. Program students must have earned a minimum cumulative GPA of 2.0 (this includes all colleges attended) and be in good academic standing at Tri-C prior to enrolling at UA. Program students must also have earned a minimum of 24 credit hours (non-developmental) at Tri-C, however degree completion is preferred.

Many programs at UA have additional selective admissions requirements and these are listed in Appendix A.

11. At any time a student may withdraw from the Dual Admission Program by notifying Tri-C or UA in writing. Students no longer in the Program are able to follow the transfer student application process for admission into UA.

B. Partnership Program Enrollment

1. To help ensure a seamless transfer, academic advisors from UA will work with Tri-C Transfer Centers and Academic Counseling to conduct appointments on each of Tri-C's campuses with Program students and candidates. All Program students will be advised so as to be able to complete their associate's degree prior to transfer while simultaneously completing UA degree

requirements. When applicable, and in the student's best interest, Tri-C will accept UA courses to fulfill the students' Associate Degree requirements.

2. Program students will receive a UA/Tri-C Identification card and shall be entitled to all facilities and services offered to regularly admitted students at both Tri-C and UA. These include but are not limited to access to UA University and Tri-C College libraries, Career Services, Recreation Centers, computer labs, sporting events, parking, e-mail and internet access. However, Program students are required to pay any fees associated with such services as prescribed by each institution's fee structure. (See Appendix A.)

C. Program Administration

1. Appendix A defines the specific operational items related to the implementation of the Dual Admission and Enrollment Agreement. The programs and services listed in Appendix A will be collaboratively reviewed and updated (if needed) by Tri-C and UA on an annual basis.
2. Program students will be coded and tracked in the Student Information Systems at both UA and Tri-C.
3. UA and Tri-C will each assign a representative to serve as a liaison and assure continued communication between the institutions on matters related to this Agreement. UA and Tri-C representatives will formally review this Agreement and make adjustments where mutually agreed upon annually (see G. 2, below).
4. Except as may be prohibited by law or UA policy, UA will send an annual report to Tri-C on the progress of Program students after their transfer to UA. Except as may be prohibited by law or Tri-C policy, Tri-C will send UA an annual report on the progress of Program students.
5. Marketing will be coordinated by University Marketing at UA and the College's Integrated Communication Department, as set forth in Appendix B. In no event shall decisions for marketing be unreasonably delayed.

D. Student Conduct

1. Program students will be subject to the policies and procedures of Tri-C when participating in Tri-C programs or when present at Tri-C facilities. Program students will also be subject to the policies and procedures of UA when participating in UA programs or when present at UA facilities.
2. Except as may be prohibited by law or by an applicable policy of either institution, UA and Tri-C 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. Tri-C or UA may take any of these actions on its 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 TRI-C's Financial Aid Office until obtaining the associate's degree. After obtaining the associate's degree, Program students will apply for financial aid via UA's Financial Aid Office for periods of part-time or full-time enrollment at UA.

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 Tri-C or of UA (whichever comes latter), at which time this Agreement will automatically expire unless extended in a writing signed by both parties.
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, Program students previously accepted by or admitted to either institution 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 Tri-C, an additional copy addressed to "General Counsel."

For Cuyahoga Community College:

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

With a copy to:

Office of General Counsel
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, Ohio 44115-2878

For: The University of Akron:

Rex D. Ramsier, Ph.D.
Senior Vice President & Provost
302 Buchtel Commons
Akron, Ohio 44325.4703

With a copy to:

Office of General Counsel
The University of Akron
302 Buchtel Commons
Akron, Ohio 44325.4706

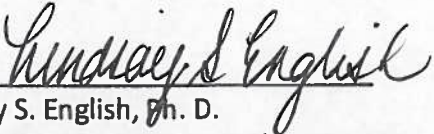
3. **Waivers and Amendments.** The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended 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 Tri-C and UA.
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.
10. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College Marketing & Communications Department, (see Appendix B).

[The remainder of this page is left blank intentionally; signature page attached.]

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:

THE UNIVERSITY OF AKRON:



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



Rex D. Ramsier, Ph.D.
Senior Vice President & Provost

Date 11/8/18

Date 11-2-18

[The remainder of this page is left blank intentionally; signature page attached.]

Appendix A

Cuyahoga Community College and The University of Akron

Dual Admission and Enrollment Program Implementation for the 2018-2019 school year

Appendix A is an adaptable framework document that provides flexibility to both The University of Akron and Cuyahoga Community College (Tri-C) for implementing services to dual admissions students for the 2018/2019 school year. This Appendix A is only valid for the 2018/2019 school year and must be reviewed and renewed each year by the parties to assure that we are supporting the needs of students.

A student must be active dual admissions student and enrolled at Tri-C to receive the programs and services outlined in this Appendix.

A. Data Sharing

1. Dual Admissions and Enrollment Program application provides consent to share the students' Tri-C admissions, enrollment, and academic progress information with UA.
2. The UA Intent to Enroll form provides student consent to share the students' enrollment and academic progress information with Tri-C.
3. The scheduled timing of the information sharing is:
 - a. Within 30 days after the fall/spring census dates
 - b. Within 30 days after the fall/spring semester end dates
4. Data may be shared at other times during the academic year to support student admission, transfer, and enrollment.
5. Data sharing contacts for UA and Tri-C:

UA

Kim Gentile (Director of Admissions)

Tri-C

Chris Dorsten (Registrar)

6. Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Dual Admission Program.
7. Program students enrolling at UA prior to completing their associate degrees will automatically be considered as a "reverse transfer" candidate.

B. Advising and Academic Support

1. Dual Admissions and Enrollment Program students will meet individually with a UA transfer advisor at least once a semester while they are enrolled at Tri-C. The advising notes of these individual meetings will be shared with Tri-C counselor/advisors.
2. A collaborative advising event will be scheduled every spring semester to provide Tri-C counselors/advisors an opportunity to engage with their peers at UA.
3. Program students should utilize available transfer pathways established as part of the Completion Transfer Pathways Articulation Agreement.
4. The UA Intent to Enroll form process will connect Program students to their UA academic department and new student enrollment services (e.g. New Student Orientation).
5. Program students will have the opportunity to also have dual enrollment status by enrolling in degree program courses at UA that are not offered at Tri-C.

C. Student Engagement

1. Five Star Friday events will be scheduled to engage Dual Admissions and Enrollment Program students with the UA campus. One event will be scheduled each month of the semester.
2. Program students will have the opportunity to receive a Tri-C/UA Zip Card. The Tri-C/UA Zip Card will provide dually admitted students the option of accessing a wide range of services at UA by paying the appropriate fee associated with the service. Students who are dually enrolled will have access to all services based on their enrollment status with UA.
 - a. Library Privileges and IT Support
 - i. Enhanced access to local and OhioLINK resource sharing
 - ii. Check out up to 150 local and OhioLINK items (books, media)
 - iii. Access to technology equipment check out
 - iv. Weekly check out of Dell laptops, ipads, calculators, Go Pro, MacBooks, cameras
 - v. Access to Maker studio in Bierce Library
 - vi. 3D printers, craft studio, sewing machine, dremel
 - vii. Access to bookable study rooms
 - viii. Group/individual study rooms with whiteboards that are bookable
 - ix. Use of over 90 PC and Mac workstations in Bierce & Science & Technology Libraries
 - x. Interlibrary Loan access to materials owned by reciprocal lenders around the world
 - b. Fitness and Student Recreation
 - i. Fitness facilities and group exercise
 - ii. Pools, club sports and intramurals
 - iii. Group exercise
 - iv. Outdoor adventure
 - v. Group training
 - c. Health Services
 - i. Episodic illness diagnosis and treatment
 - ii. Access to inexpensive medications and medical supplies
 - iii. Lab services if approved by Quest Diagnostics
 - iv. \$15 visit fee with insurance and applicable prescription costs
 - d. Transportation Services
 - i. Parking permit
 - ii. Access to the Roo Express and Metro's regular line services require the student to have a Tri-C/UA Zip Card. Metro fare would be required without card.
 - iii. DASH (purple buses), is a free shuttle that is open to all
 - e. Student Organizations and Activities
 - i. Participation in student organizations
 - ii. Participation in fraternities and sororities
 - iii. Access to open campus events and specialized student programming
 - f. Athletics
 - i. Access to games and events with presentation of university identification card

3. Program students may be eligible to participate in the following options

a. Residence Life and Housing

- i. Any interested individual must be dual enrolled at UA. This is for the purpose of the individual having a University of Akron student ID number. This student ID will allow for the individual to:
 1. gain access to MyAkron to complete the housing application
 2. have a student bill that RLH can use to post housing charges
 3. allows individual to obtain a Zip Card that will be used for building access
 4. allows RLH to address any student conduct concerns through UA's Department of Student Conduct.
- ii. Student will be required to provide proof of full time registration at Tri-C.
- iii. As with any other fall and spring student, the individual will be required to purchase a meal plan if they select any bed space other than an Exchange Street Apartment. This will also be billed to the student account.
- iv. Dual enrolled students will not be considered participants in the Akron Guarantee rate plan for housing. Each year they choose to remain on campus as a Tri-C student they will be assessed the rates based on the most recent freshman cohort.
- v. Rates are published on the UA web page and vary by options selected.

b. Dining Services

- i. Students living in campus residence halls are required to have meal plans.
- ii. Commuter students may opt for meal plans on UA campus could include 20 meal swipes at Rob's Café and \$100 for campus outlets
- iii. Walk up meals in Rob's Café could be individually purchased daily with a \$1 discount per meal with proper Tri-C identification
- iv. Additional plans and catering is also available based upon needs and request

D. Financial Aid and Scholarships

1. UA will provide the opportunity for a financial aid consortium agreement for students that have dual enrollment status and are receiving financial aid through Tri-C. Students who wish to utilize this option must complete a consortium agreement form which is available at a Tri-C Transfer Center or the Tri-C Financial Aid Office.
2. Program students will receive yearly updates on the scholarship opportunities available to transfer students at UA (e.g. Akron Guarantee Scholarship).

E. UA College/Program Admissions Requirements valid for 2018/2019 school year

1. Buchtel College of Arts and Sciences

- a. Completion of 30 semester credit hours
- b. Completion of English Composition I and II
- c. Completion of 3 credits of Math or Statistics
- d. 2.0 cumulative GPA for all majors except the following:
 - i. Political Science: 2.20 major GPA/2.2 cumulative GPA
 - ii. English: 2.0 major GPA/2.2 cumulative GPA
 - iii. Sociology: 2.0 major GPA/2.2 cumulative GPA
 - iv. Schools of Art, Music, Dance, Theater, Arts Administration and Family Consumer Science: 2.3 cumulative GPA
 - v. School of Communication: 2.5 cumulative GPA
- e. Admission to the Child Development major also requires the completion of 7400:201 Courtship and Marriage and Family Relationships and 7400:625 Child Development
- f. Schools of Dance and Music require auditions
- g. Mary Schiller School of Art requires a portfolio review
- h. Approval from the Dean

2. College of Applied Science and Technology

- a. 2.0 cumulative GPA
- b. Emergency Management requires an associate degree in public safety related fields

3. College of Business Administration

- a. 2.5 cumulative GPA
- b. Completion of the following courses:
 - i. English Composition I and II
 - ii. Speech (7600:105 or 7600:106)
 - iii. College Algebra (3450:145) or Calculus with Business Applications (3450:210)
 - iv. Principles of Microeconomics (3250:200) or Principles of Macroeconomics (3250:201)
 - v. Accounting Principles I (6200:201) OR Spreadsheet Modeling and Decision Analysis (6250:250) OR Introduction to Entrepreneurship (6300:201) OR Legal and Social Environment of Business (6400:220) OR Marketing Principles (6600:205)

4. College of Education

- a. Completion of 30 semester credit hours
- b. 3.0 cumulative GPA and 3.0 GPA in prerequisite coursework
- c. There may be additional requirements based on program

5. College of Engineering

- a. 2.3 GPA in three of the following four areas: cumulative GPA, engineering courses, math courses, and science courses
- b. Completion of 30 semester credit hours
- c. Required coursework includes a grade of C-or better in Calculus I and II

6. College of Health Professions

- a. School of Social Work
 - i. 2.75 GPA
 - ii. Transfer credits for courses in the social work major will be considered only if they are from a CSWE accredited program
- b. School of Nutrition and Dietetics and the School of Speech Language Pathology and Audiology
 - i. 3.0 GPA
 - ii. Completion of 12 semester credit hours
 - iii. One prerequisite science course (Chemistry or Anatomy & Physiology)
- c. School of Nursing
 - i. 3.0 GPA
 - ii. Completion of 12 semester credit hours
 - iii. One prerequisite science course (Chemistry or Anatomy & Physiology)
 - iv. Transcripts from all schools of nursing required
 - v. Grade of C or better in all prerequisites
 - vi. Approximately 160 students are admitted through a competitive science GPA rank order selection
- d. School of Sport Science and Wellness Education (Athletic Training, Exercise Science, and Sports Studies)
 - i. Completion of 12 semester credit hours
 - ii. 3.0 GPA
 - iii. Completion of one prerequisite science course

- e. School of Allied Health (Respiratory Care)**
 - i. Separate admission required for each program**
 - ii. 3.0 GPA required for Respiratory Care**
 - iii. Completion of 12 semester credit hours**
 - iv. Completion of one prerequisite science course**

**Appendix B
to the
Agreement Dated _____, 2018
by and between
Cuyahoga Community College District and The University of Akron**

Marketing and Advertising Restrictions

**Promotion of Partnership to
Domestic and International Students**

In order for Cuyahoga Community College and University of Akron 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:

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