



MEMORANDUM OF UNDERSTANDING
Dual (Joint) Admission Agreement
between
Cuyahoga Community College
and
Bowling Green State University
for
Falcon Express

THIS MEMORANDUM OF UNDERSTANDING (the "Agreement") is entered into on this day of September 1, 2017 (the "Effective Date") by and between Cuyahoga Community College District ("TRI-C"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878 and Bowling Green State University ("BGSU") with an address at 1001 East Wooster Street, Bowling Green, Ohio 43403.

BACKGROUND

TRI-C and BGSU (either or both of which may hereinafter be referred to respectively as "party" or "parties") have a history of working together to support educational opportunity and degree attainment, and desire to enter into an agreement under which students of TRI-C would be eligible for Dual Admission with BGSU according to the terms contained in this Agreement.

PURPOSE

The purpose of the program ("Falcon Express") established by this Agreement is to develop a dual admission pathway so that students enrolled in associate degree programs at TRI-C can also be considered for admission to baccalaureate degree programs at BGSU. The intent of this Agreement is that students first complete their associate degree at TRI-C while purposefully planning to transfer to BGSU to complete a bachelor's degree. While enrolled at TRI-C, Falcon Express students will have access to academic advising and designated services at BGSU and will be considered for BGSU transfer scholarships pending their official acceptance to, and enrollment at BGSU.

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. Students pursuing an associate's degree at TRI-C will be guaranteed admission to BGSU with waiver of the application fee, provided they satisfy the following eligibility requirements:
 - Have earned a high school diploma or equivalent
 - Meet all academic requirements for transfer admission, including, but not limited to:
 - Earn an associate degree from TRI-C **OR**
 - Earn 12 college-level semester hours or more at TRI-C *after* high school graduation (or equivalent), and earn at least a 2.00 cumulative college GPA or higher in all college-level post-secondary course work

- Enroll at BGSU within 3 years of being admitted to BGSU via Falcon Express
 - Do not attend any post-secondary institution after graduating from TRI-C and before enrolling at BGSU to complete a baccalaureate degree
 - Complete all other regular admissions requirements as determined by/to the satisfaction of BGSU
2. Students who apply to Falcon Express intend to complete an associate degree at TRI-C while purposefully planning to transfer to BGSU to complete a baccalaureate degree. Students will be accepted for admission to Falcon Express by BGSU once they meet the requirements (as indicated in A.1 above).
 3. A Falcon Express application will be made available online at the TRI-C website. Students who wish to participate in the program should complete the online TRI-C application for admission and indicate their intention to transfer to BGSU.
 4. As a part of the application process for Falcon Express, students will electronically sign an agreement to release their TRI-C and BGSU academic transcripts to the partner school. Transcripts will be exchanged at the end of each semester or upon request.
 5. All Students who meet the standard admission requirements for both TRI-C and BGSU as well as the dual admission eligibility requirements (as stated in item A.1 above) will be eligible for Falcon Express.
 6. If an applicant does not initially meet admission requirements for Falcon Express, he/she may apply as a general transfer applicant. All admission requirements in place at that time must be met in order to be admitted to BGSU.
 7. TRI-C students who have been accepted into Falcon Express will have catalog rights at BGSU from the term their Falcon Express admission is approved. Their attendance at BGSU will be governed by BGSU's policies. Under certain circumstances, the catalog term may be revised by a BGSU academic or faculty advisor to support a student's change in major or academic program.
 8. All TRI-C general education and other non-remedial courses in which the student receives a grade of "D" or better will transfer and will be applied toward fulfilling degree requirements at BGSU. Individual degree or program requirements may demand a higher grade than "D" in selected courses. Those standards will apply equally to transfer courses and to courses taken at BGSU. Only courses earned at BGSU will be used to calculate the cumulative GPA for BGSU. However, grades and/or GPA earned at TRI-C may be included in calculations for determining eligibility for admission to specific academic programs and for determining BGSU honors and awards in accordance with BGSU's published academic policies.
 9. 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, or color.

B. Partnership Program Enrollment/Advising

1. To help ensure a seamless transfer, academic advisors from BGSU will work with TRI-C counseling faculty to advise students and with TRI-C's Transfer Centers to offer appointments to Falcon Express students and candidates. All Falcon Express students will be encouraged and advised to complete an

associate degree prior to transfer. When applicable, and in the student's best interest, TRI-C will accept BGSU courses to fulfill the student's associate degree requirements via reverse transfer.

2. Falcon Express students will be provided access to BGSU advisors, faculty, and staff in advance of their enrollment at BGSU in order to provide seamless transfer and to optimize the number of TRI-C credits that transfer and fulfill BGSU degree requirements. Prior to transferring, BGSU will maintain regular communication with Falcon Express students to inform them of opportunities to visit campus and participate in designated programs and events that support and enhance their potential for successful transfer and degree completion.

C. Program Administration

1. Falcon Express students will be coded and tracked in the student information systems at BGSU and TRI-C.
2. BGSU and TRI-C will assign representatives to serve as liaisons and ensure continued communication between the two institutions on matters related to this Agreement. BGSU and TRI-C representatives will formally review this Agreement and evaluate Falcon Express on an annual basis.
3. Falcon Express students will have the opportunity to attend BGSU transfer orientation prior to their first semester of enrollment at BGSU. Transfer orientation will provide Falcon Express students with an overview of resources available, the BGSU community, academic advising, and co-curricular expectations.
4. With the student's permission and without additional charge, Falcon Express student transcripts will be shared between TRI-C and BGSU at the end of each semester to support degree completion and reverse transfer goals at both institutions.
5. All promotion and advertising of the Agreement must conform to the statement approved by TRI-C's Integrated Communications Department and BGSU's office of Marketing and Communications. (See Attachment A).
6. To the extent possible, the parties will exchange information on curriculum and course changes and updates on a regular basis.
7. Exchange of student data between institutions shall occur upon permission of Falcon Express applicants and authorized as part of the application process:
 - TRI-C will provide academic transcripts to BGSU at least two times per year.
 - Falcon Express students who enroll at BGSU before completing an associate degree at TRI-C will have their BGSU transcripts sent to TRI-C upon TRI-C's request, for the purpose of awarding an associate degree by TRI-C (reverse transfer).
 - Upon request, and to support post-secondary education of Falcon Express applicants from TRI-C who do not meet BGSU admission requirements, BGSU will provide TRI-C with names and other information of denied applicants who live in designated TRI-C markets.

D. Student Conduct

1. Except as may be prohibited by law or by an applicable policy of a party to this Agreement, TRI-C will promptly notify BGSU of any disciplinary or student conduct actions that have been or are about to be taken against a Falcon Express student.

E. Scholarship Eligibility

1. Students' eligibility for institutional scholarships will be determined and administered by their respective institutions.
2. Falcon Express students are eligible to apply for BGSU transfer scholarships and will be given preference for the Thompson Scholarship for Working Families if they meet income and financial aid guidelines as established by the Thompson Foundation.

F. Term and Termination

1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2022 academic term of TRI-C or of BGSU's 2021 Spring Semester (whichever comes last), at which time this Agreement will automatically expire unless extended in a writing signed by both parties prior to termination.
2. The parties agree to notify each other within 30 days of significant findings or changes in programmatic or institutional accreditation status.
3. 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.
4. Upon expiration or termination of this Agreement for any reason, Falcon Express students previously accepted by or admitted to BGSU shall continue to receive the benefits described 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."
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 BGSU.
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. 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:



 Chris Dorsten
 Registrar




 Lisa Williams
 Vice President of Learning and Engagement




 Dr. Karen Miller
 Provost

BOWLING GREEN STATE UNIVERSITY:



 Chris Cox
 Registrar



 Dr. John M. Fischer
 Vice Provost for Academic Affairs



 Dr. Rodney K. Rogers
 Provost and Senior Vice President

ATTACHMENT A
to the
Dual (Joint) Agreement Dated September 1, 2017
between
Cuyahoga Community College District
and
Bowling Green State University
for
Falcon Express

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Cuyahoga Community College and Bowling Green State University 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
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517

Bowling Green State University:

Dave Kielmeyer
Chief Marketing & Communications Officer
Marketing & Communications
517 Administration Building
Bowling Green, Ohio 43403
P: 419-372-5857