



**Dual Admission & Enrollment Agreement
Between
Cuyahoga Community College District
And
Notre Dame College**

THIS AGREEMENT (the "Agreement") is entered into as of this 9th day of October, 2018 (the "Effective Date") by and between Cuyahoga Community College District ("Tri-C"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878 and Notre Dame College ("NDC"), with an address at 4545 College Road, South Euclid, Ohio 44121. Tri-C is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and NDC is a nonprofit institution of higher education established pursuant to Ohio nonprofit corporation law.

BACKGROUND

Tri-C and NDC, 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 choose to enroll at NDC 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 NDC with the intent that students first complete the associate's degree at Tri-C, while purposefully preparing for transfer to NDC to complete the bachelor's degree. While enrolled at Tri-C, Dual Admission Program Students will have access to many services and programs at NDC that generally are not available until a student matriculates to NDC. This Agreement will provide an umbrella under which current and future program specific agreements may be administratively implemented.

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 college transfer students. In either case, students would begin the Dual Admission Program by completing an associate degree at Tri-C, while purposefully planning to transfer to NDC for bachelor degree completion. The Dual Admission Program requires that students apply and be accepted by Tri-C, and also by NDC under each school's admission requirements. Students entering the Dual Admission Program with no college credits completed are encouraged to begin their first 24 credit hours of study at Tri-C.

1. Students admitted to NDC will be admitted based on their status under the NDC Admission Rules (see Attachment A. 1.).
2. A Dual Admissions Program application will be available from a Campus Enrollment Services Office of any Tri-C campus and the Admission Offices of NDC. Students who wish to participate in the Dual Admission Program should complete the Dual Admission Application and submit it to an Enrollment Center office at Tri-C or Admissions Office at NDC.

3. All students who meet the standard admission requirements for both Tri-C and NDC will be eligible for the Dual Admission Program.
4. If a high school student does not initially meet admission requirements to NDC, but does meet admission requirements of Tri-C, the student may reapply for Dual Admission Program status after completing a minimum of 12 transferable, non-developmental, Tri-C credits to include ENG1010, and one college level math class (Math 1240 or higher) with a minimum of a C grade in each and a cumulative GPA of 2.0. This same admissions process applies to current Tri-C students attempting to enroll in the Dual Admission Program.
5. Tri-C students who have been accepted into the Dual Admission Program will have catalog rights at NDC from the term their Dual Admission Program application is accepted and their attendance at NDC will be governed by NDC'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 NDC, 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 institution (NDC) will be used to calculate the cumulative GPA for said institution.
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.

B. Partnership Program Enrollment

1. To help ensure a seamless transfer, academic advisors from NDC will work with Tri-C counseling faculty to conduct appointments on each of Tri-C's campuses with Dual Admission Program students and candidates. All Dual Admission Program students will be advised so as to be able to complete their associate's degree prior to transfer while simultaneously completing NDC degree requirements. When applicable, and in the student's best interest, Tri-C will accept NDC courses to fulfill the student's Associate Degree requirements.
2. Dual Admission Program students will receive an NDC identification card and a Tri-C My Tri-C card and shall be entitled to all facilities and services offered to regularly admitted students at both Tri-C and NDC. These include, but are not limited to, access to NDC and Tri-C College libraries, Career Services, Recreation Centers, computer labs, sporting events, parking, e-mail and internet access. However, Dual Admission Program students are required to pay any fees associated with such services as prescribed by each institution's fee structure.

C. Program Administration

1. Dual Admission Program students will be coded and tracked in the Student Information Systems at both NDC and Tri-C.
2. NDC 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. NDC and Tri-C

representatives will formally review this Agreement and make adjustments where mutually agreed upon annually (see G. 3, below).

3. NDC and Tri-C will hold a Dual Admission Program orientation prior to the beginning of each academic term. This orientation program will be required for all new Dual Admission Program students prior to registering for their classes. The orientation program will assist Dual Admission Program students in understanding general education and remediation requirements and will acquaint them with services available to them at the institutions. It will also enable them to meet with Tri-C and NDC counselors.
4. Except as may be prohibited by law or NDC policy, NDC will send an annual report to Tri-C on the progress of Dual Admission Program students after their transfer to NDC. Except as may be prohibited by law or Tri-C policy, Tri-C will send NDC an annual report on the progress of Tri-C Dual Admission Program students.
5. Dual Admission Program 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 Marketing at NDC and the Integrated Communications Department at Tri-C, as set forth in Attachment B. In no event shall decisions for marketing be unreasonably delayed.
7. 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. Dual Admission 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. Dual Admission Program students will also be subject to the policies and procedures of NDC when participating in NDC programs or when present at NDC facilities.
2. Except as may be prohibited by law or by an applicable policy of either institution, NDC 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 Dual Admission Program student. Tri-C or NDC may take any of these actions on its own, and the other party is not required to take similar action against a Dual Admission 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 Dual Admission Program student.

E. Financial Aid and Scholarships

1. Subject to applicable law and any applicable policies of each institution, Dual Admission 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, Dual Admission Program students will apply for financial aid via NDC's Financial Aid Office for periods of part-time or full-time enrollment at NDC.

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 NDC (whichever comes later), 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 or no reason, Dual Admission 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
 Cuyahoga Community College
 700 Carnegie Avenue
 Cleveland, Ohio 44115

For Notre Dame College:

Vincent J. Palombo, D.B.A.
 Vice President, Academic and Student Affairs
 Notre Dame College
 4545 College Road
 South Euclid, Ohio 44121

With a copy to:

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

With a copy to:

Cheryl Noviski
 Vice President for Finance and Administration
 Notre Dame College
 4545 College Road
 South Euclid, Ohio 44121

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.

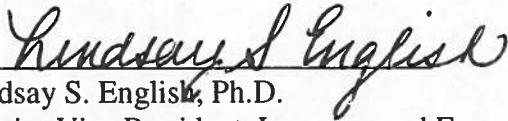
6. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement.
7. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any party other than Tri-C and NDC.
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.
11. Marketing. All promotion and advertising of the Articulation Agreement must conform to the statement approved by the Tri-C Integrated Communications Department, (see Attachment B).
12. Accreditation. Tri-C warrants that it is accredited by the Higher Learning Commission. Tri-C will notify NDC if such accreditation ceases to exist. NDC warrants that it is accredited by the Higher Learning Commission. NDC will notify Tri-C if such accreditation ceases to exist.
13. Data Exchange. As permitted and in accordance with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, 34 C.F.R. Part 99, and other applicable privacy laws including without limitation, the Health Insurance Portability and Accountability Act of 1996 and the federal regulations adopted to implement that Act (45 C.F.R. Parts 160 & 164 "the HIPAA Privacy and Security Rules"), collectively referred to as "HIPAA," and the Gramm-Leach-Bliley Act, Public Law No: 106-102, the Parties shall exchange information regarding student success related to this Agreement. Tri-C will provide upon request a directory list of graduates from Tri-C following each graduation. NDC will provide Tri-C with information regarding the success of a student transferring to NDC while utilizing the benefits of this Agreement, provided that that student has provided written consent to NDC to share such information beyond the available directory information. NDC will participate in exchange of information with Tri-C in all aspects and the Ohio Department of Higher Education's Reverse Transfer Initiative. For research purposes, the following data could be requested from NDC:
 1. Date of birth (if possible)
 2. Currently enrolled (yes/no)
 3. Major as of the most recent term enrolled
 4. Hours earned (cumulative)
 5. GPA (cumulative)
 6. Degree completed (if completed)
 7. Major for which degree was awarded (or expected)
 8. Number of terms required to complete degree

Institutional Research Departments of both institutions will be expected to meet within ninety days of signing of this Agreement to determine a processes to share information.

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.

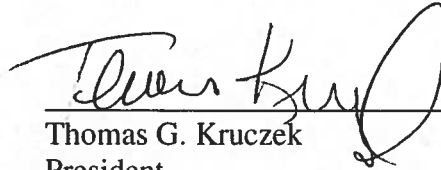
CUYAHOGA COMMUNITY COLLEGE:

NOTRE DAME COLLEGE:



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

Date 10/8/2018



Thomas G. Kruczek
President

Date _____

Attachment A

**To The
Dual Admission and Enrollment Agreement Dated October 9, 2018
By and Between
Cuyahoga Community College District
and
Notre Dame College**

Articulation Criteria and Articulation Benefits

1. *The articulation criteria (“Articulation Criteria”) are:*

- a. Completion of a High School Diploma.
- b. Students must be eligible for participation in the Dual Admission Program. Dual Admission Program requirements are listed as below:

Students are eligible for admission as a first-year student at NDC if they:

- Will be pursuing post-secondary education for the first time since graduating high school
- Have a cumulative 2.5 high school grade point average
- Have successfully completed 13 academic core requirements
 - 4 years/units of English
 - 3 years/units of Math (minimum requirement of Algebra II)
 - 3 years/units of Natural Sciences (three (3) units of laboratory experience)
 - 3 years/units of Social Sciences
 - 2 years/units of same Foreign Language
 - 1 unit of Fine Arts
- ACT score of 19 or SAT score of 900 (combined critical reading and math). NDC reviews the writing and essay sections of the ACT and SAT but is not currently using these scores in the admission process. Test scores are not required of applicants who graduated high school more than 5 years ago.

Students are eligible for admission as a transfer student at NDC if they:

- Are pursuing a post-secondary education at NDC after previously enrolling at another post-secondary institution after graduating from high school.
- Have a cumulative 2.0 post-secondary grade point average at all previous colleges and universities combined.
- Have submitted a high school diploma with a cumulative grade point average of 2.5 and an ACT score of 19 or SAT score of 900 (combined critical reading and math) if the student has fewer than 12 semester credit hours completed and the high school diploma is less than five years old.

Students are eligible for the Dual Admission Program under this Agreement if they:

- Meet the admissions requirements as a transfer or first-year student
- 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 NDC
- Have never been (including currently) an NDC student

2. *The articulation benefits (“Articulation Benefits”) are:*

- a. 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.
- b. Dual Admission Program students enrolled in at least twelve (12) semester credit hours for the semester, six (6) of the hours must be NDC credit hours, will be eligible to apply for on-campus housing at NDC. NDC will determine whether or not housing will be permitted and the application accepted.
- c. Students should receive advising and counseling from both institutions to maximize the transferability of all earned credits and the applicability of Tri-C credits to the bachelor’s degree at NDC. Students should be aware that it is possible that earned credits will not always apply to the majors for the bachelor’s degree.
- d. Students should utilize Ohio Transfer Module credits and Transfer Assurance Guides to gain maximum use of Tri-C credits to the bachelor’s degree, whenever possible.
- e. NDC charges no Application Fee.

Attachment B

**To The
Dual Admission and Enrollment Agreement Dated October 9, 2018
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and
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Marketing and Advertising Restrictions

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

In order for Cuyahoga Community College and Notre Dame 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 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

Notre Dame College:

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Chief Communications Officer
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4545 College Road
South Euclid, Ohio 44121
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