



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

THIS AGREEMENT (the "Agreement") is entered into as of this 15th day of May, 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 **Ursuline College** ("UC"), with an address at 2550 Lander Road, Pepper Pike, OH 44124. TRI-C is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and UC is an institution of higher education established pursuant to Ohio nonprofit corporation law.

BACKGROUND

TRI-C and UC desire to enter into a contract clarifying the status and treatment of students who choose to enroll at UC while studying at TRI-C. The goal of the Dual Admission Program established by this Agreement is to recruit and enroll students to TRI-C and UC with the intent that students first complete the associate's degree at TRI-C, while purposefully preparing for transfer to UC to complete the bachelor's degree. While enrolled at TRI-C, Dual Admission Program students will have access to many services and programs at UC that generally are not available until a student matriculates to UC. Dual admission students may be eligible for special transfer scholarships once they complete their associate's degree at Tri-C and enroll in a bachelor's degree program at UC.

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 UC for bachelor degree completion. The Dual Admission Program requires that students apply and be accepted by TRI-C, and also by UC 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. To be admitted to UC, students must meet UC's Articulation Criteria as outlined in Section A of Attachment A.
2. A Dual Admissions application will be available from a Campus Enrollment Services Office of any Tri-C campus and the Admission Offices of UC. 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 UC.

3. All students who meet the standard admission requirements for both Tri-C and UC will be eligible for the Dual Admission Program.
4. If a high school student does not initially meet admission requirements to UC, 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 1250 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 UC from the term their Dual Admission application is accepted and their attendance at UC will be governed by UC'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 UC, 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 and/or a prospective major or minor. Only courses earned at the baccalaureate degree granting university (UC) will be used to calculate the cumulative GPA for UC.

B. Dual Admission Enrollment

1. To help ensure a seamless transfer, academic advisors from UC 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 UC degree requirements. When applicable, and in the student's best interest, TRI-C will accept UC courses to fulfill the students' Associate Degree requirements.
2. Dual Admission Program students will receive a UC 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 UC. These include, but are not limited to, access to UC 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 UC and TRI-C.
2. UC 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. UC and TRI-C representatives will formally review this Agreement and make adjustments where mutually agreed upon annually.
3. UC 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 UC counselors.
4. Except as may be prohibited by law or UC policy, UC will send an annual report to TRI-C on the progress of Dual Admission Program students after their transfer to UC. Except as may be prohibited by law or TRI-C policy, TRI-C will send UC 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 UC 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 UC when participating in UC programs or when present at UC facilities.
2. Except as may be prohibited by law or by an applicable policy of either institution, UC 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 UC 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. Dual admission students enrolling in UC on a full time basis with a cumulative grade point average of 3.0 or higher will be eligible to receive transfer scholar awards in amounts to be determined by UC.
2. 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 UC's Financial Aid Office for periods of part-time or full-time enrollment at UC.

F. Term and Termination

1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2020 academic term of TRI-C or of UC (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. Either party may terminate this Agreement at any time for any or no reason, effective one year after providing written notice of its intent to terminate to the other party.
4. 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, postage pre-paid, return receipt requested to either party at its address first set forth below with, in the case of TRI-C and UC, an additional copy addressed to "General Counsel."

For Cuyahoga Community College:
Lisa Williams
Vice President, Learning and Engagement
Cuyahoga Community College
700 Carnegie Ave
Cleveland, Ohio 44115

For Ursuline College:
Elizabeth Kavran
Interim Vice President, Academic Affairs
Ursuline College
2550 Lander Road
Pepper Pike, Ohio 44124

With a copy to:
Office of General Counsel and Legal Services
Cuyahoga Community College
700 Carnegie Ave
Cleveland, Ohio 44115

With a copy to:
Terry M. Billups
General Counsel
Ursuline College
2550 Lander Road
Pepper Pike, Ohio 44124

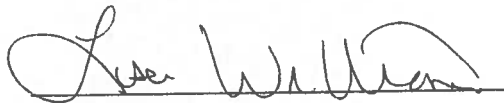
3. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only via a writing signed by both parties.
4. Survival. Sections F (4) 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 UC.
8. Facsimile Signatures. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
9. Neutral Interpretation. This Agreement 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 Agreement 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 (including gender and pregnancy), religion, disability, age, national origin or ancestry, genetic information, military status, veteran status, citizenship status, color, gender identity or expression, or sexual orientation.
11. Marketing. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the TRI-C Integrated Communications Department, (see Attachment B).

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:



Lisa Williams
Vice President, Learning and Engagement

URSULINE COLLEGE:



Elizabeth Kavran
Interim Vice President of Academic Affairs

**Attachment A
To The
Articulation Agreement Dated May 15, 2017
By and Between
Cuyahoga Community College District
And
Ursuline College**

UC Articulation Criteria and Articulation Benefits

A. *UC articulation criteria (“Articulation 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 UC
 - Are not currently and have never been an UC student
1. First-Year Applicants. 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 UC:
- 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. Transfer Applicants (Non-UCAP). To be considered eligible for admission to UC, 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. UCAP Transfer Applicants. 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 UC credit hours, will be eligible to apply for on-campus housing at UC. UC 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 UC. Students should be aware that it is possible that earned credits will not always apply to the majors for the bachelor's degree.
- 4. UC's admission fee for dual admission program students will be waived.

Attachment B

**To The
Articulation Agreement Dated May 15, 2017
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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 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
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Ursuline College:

Richard Konisiewicz
Vice President for institutional Advancement
Ursuline College
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