

**Dual Admission and Enrollment Program Agreement
By and Between
Cuyahoga Community College District
and
University of Akron**

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 28th day of October, 2021 (the "Effective Date") by and between Cuyahoga Community College District ("Tri-C"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and University of Akron (UA), with an address at 302 Buchtel Common, Akron, OH 44325. Tri-C and UA are institutions of higher education established pursuant to Section 3354 of the Ohio Revised Code and members of the Ohio College and University System. 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 desire to enter into a contract clarifying the status and treatment of students who choose to enroll at UA while also studying at Tri-C. The goal of the Dual Admission and Enrollment Program established by this Agreement is to recruit and enroll Dual Admission Students ("students") to Tri-C and UA, with the intent that the students first complete an Associate degree at Tri-C, while purposefully preparing to complete a Bachelor degree at UA. While enrolled at Tri-C, students will have access to many services and programs at UA that generally are not available until they matriculate to UA, and they may be eligible for UA transfer scholarships after they complete their Associate degree at Tri-C and enroll at 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 and Enrollment Program directly out of high school or as Tri-C transfer students. In either case, students would begin the Dual Admission and Enrollment Program by completing an Associate degree at Tri-C, while purposefully planning to transfer to UA for Bachelor degree completion. The Dual Admission and Enrollment Program requires that students be accepted by both Tri-C and UA.

1. The Dual Admission and Enrollment application will be available on Tri-C's website on the Dual Admission/Enrollment landing page for current Tri-C students or those who have been admitted to Tri-C and wish to participate in the Dual Admission and Enrollment Program. There is no application fee required for the University of Akron.
2. Students who have previously attended UA or who have attained any college degree are not eligible for the Dual Admission and Enrollment Program.
3. The UA Intent to Enroll form process will connect Dual Admission and Enrollment students to their UA academic department and new student enrollment services
4. Students who have been accepted into the Dual Admission and Enrollment Program will have catalog rights at UA from the term their application is accepted and their attendance at the UA will be governed by UA policies.

5. As part of the process of applying to the Dual Admission and Enrollment Program, students will sign an agreement to release their student record information between Tri-C and UA.
6. Acceptance of credits does not guarantee that transfer courses automatically meet course and/or program requirements for UA 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.
7. 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, ancestry, genetic information, military status, or sexual orientation.
8. All general education and other non-developmental courses of Tri-C for which the student receives a grade of D or better will transfer to and will be applied toward fulfilling Bachelor degree requirements at UA.
9. Dual Admission and Enrollment Program students must be in good academic standing at Tri-C prior to enrolling at UA. Dual Admission and Enrollment Program students must also have earned a minimum of 24 credit hours at Tri-C before transferring to UA.

Many programs at UA have additional selective admission requirements. Students must meet the additional selective admission requirements to be admitted to those programs. These admission requirements can be found in the current UA bulletin (catalog).
10. At any time a student may withdraw from the Dual Admission and Enrollment Program by notifying Tri-C or UA in writing. Students no longer in the Dual Admission and Enrollment 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's counseling faculty to advise students and the Transfer Centers to conduct appointments with Dual Admission and Enrollment Program students and candidates. All Dual Admission and Enrollment Program students will be advised so as to be able to complete their Associate degree prior to transfer while simultaneously completing UA Bachelor degree requirements.
2. 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.
3. 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.
4. Dual Admissions and Enrollment Program students should utilize available transfer pathways established as part of the Completion Transfer Pathways Articulation Agreement.

5. Dual Admissions and Enrollment 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.
6. Students of Tri-C who are dually admitted will receive a UA identification card and may be entitled to all facilities and services offered to UA's regularly admitted students. These may include but are not limited to access to UA's libraries, career services, wellness center, recreation centers, computer labs, sporting events, parking, dining services, email and internet access. However, Dual Admission and Enrollment Program students are required to pay any fees associated with such services as prescribe by each institution's fee structure.

C. Program Administration

1. Tri-C will provide one comprehensive Dual Admission application for all partners. 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 UA within 10 business days of receipt via an electronic platform. UA 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 UA and Tri-C. UA will notify Tri-C of Dual Admission and Enrollment Program admission decisions. UA will provide a student status report including graduated and inactive students to Tri-C 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. Tri-C will, upon receiving written request, provide to UA a directory list of graduates from Tri-C following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. UA will send an annual report to Tri-C on the progress of Dual Admission and Enrollment Program students after they transfer to UA, except as may be prohibited by law or UA policy.
4. UA and Tri-C 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 UA and of Tri-C will formally review this Agreement on an annual basis.
6. UA and Tri-C will hold a Dual Admission and Enrollment 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 Dual Admission and Enrollment 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 Tri-C Counselors and UA's Academic Advisors.
7. Dual Admission and Enrollment Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Dual Admission and Enrollment Program.

8. All promotion and advertising of the Agreement must conform to the statement approved by Tri-C's Integrated Communications Department and the Marketing and Communications Department at UA (see Attachment B).
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. Dual Admission and Enrollment Program students will be subject to the policies and procedures of Tri-C, when participating in programs of Tri-C or when present at facilities of Tri-C. Dual Admission and Enrollment 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 a Party to this Agreement, 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 Dual Admission and Enrollment Program student. Tri-C and UA may take any of these actions on their own, and the other Party is not required to take similar action against a Dual Admission and Enrollment 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 and Enrollment Program student.

E. Financial Aid and Scholarships

1. Subject to applicable law and any applicable policies of each institution, Dual Admission and Enrollment Program students who wish to apply for financial aid will do so via Tri-C's Financial Aid Office for periods of part-time or full-time enrollment at Tri-C, and will apply for financial aid via UA's Financial Aid Office for periods of part-time or full-time enrollment at UA.
2. 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.
3. Dual Admission and Enrollment Program students who wish to apply for scholarship opportunities may apply for applicable opportunities via the Tri-C or UA Financial Aid offices and associated webpages.

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 Tri-C or of UA (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, Dual Admission and Enrollment Program students previously accepted by or admitted to UA 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 service, 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 "Office of General Counsel".

For Cuyahoga Community College District: University of Akron

Lindsay S. English, Ph.D.
 Assistant Provost/Vice President
 Learning & Engagement
 700 Carnegie Avenue
 Cleveland, Ohio 44115

John Winceck
 Executive Vice President
 and Provost
 302 Buchtel Commons
 Akron, Ohio 44325-4706

With a copy to:

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

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 writing signed by both Parties.
4. Survival. Section 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 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:

UNIVERSITY OF AKRON:

Lindsay S. English
Lindsay S. English
Assistant Provost/Vice President Learning
& Engagement

John Wiencek
John Wiencek
Executive Vice President and Provost

Attachment A
to the
Dual Admission and Enrollment Program Agreement
Dated October 28, 2021
By and Between
Cuyahoga Community College District
and
University of Akron

Dual Admission and Enrollment Program Eligibility/Criteria and Benefits

1. ***The Program eligibility/criteria are:***
 - a. Completion of the Dual Admission and Enrollment application which will be available on Tri-C's website on the Dual Admission/Enrollment landing page for current Tri-C students or those who have been admitted to Tri-C.
 - b. Students who have previously attended UA or who have attained any college degree are not eligible for the Dual Admission and Enrollment Program.
 - c. The UA Intent to Enroll form process will connect Dual Admission and Enrollment students to their UA academic department and new student enrollment services.
 - d. Dual Admission and Enrollment Program students must be in good academic standing at Tri-C prior to enrolling at UA. Dual Admission and Enrollment Program students must also have earned a minimum of 24 credit hours at Tri-C before transferring to UA.
 - e. Many programs at UA have additional selective admission requirements. Students must meet the additional selective admission requirements to be admitted to those programs. These admission requirements can be found in the current UA bulletin (catalog).

2. ***The Program benefits are:***
 - a. UA and Tri-C will each assign a representative to serve as a liaison and will assure continued communication between the two institutions on matters related to students.
 - b. UA and Tri-C will hold a Dual Admission and Enrollment 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 Dual Admission and Enrollment 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 Tri-C Counselors and UA's Academic Advisors.
 - c. Dual Admission and Enrollment Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Dual Admission and Enrollment Program.
 - d. Students who have been accepted into the Dual Admission and Enrollment Program will have catalog rights at UA from the term their application is accepted and their attendance at the UA will be governed by UA policies.
 - e. All general education and other non-developmental courses of Tri-C for which the student receives a grade of D or better will transfer to and will be applied toward fulfilling Bachelor degree requirements at UA.
 - f. To help ensure a seamless transfer, academic advisors from UA will work with Tri-C's counseling faculty to advise students and the Transfer Centers to conduct appointments with Dual Admission and Enrollment Program students and candidates. All Dual Admission and Enrollment Program students

will be advised so as to be able to complete their Associate degree prior to transfer while simultaneously completing UA Bachelor degree requirements.

- g. Dual Admissions and Enrollment 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.
- h. Students of Tri-C who are dually admitted will receive a UA identification card and may be entitled to all facilities and services offered to UA's regularly admitted students. These may include but are not limited to access to UA's libraries, career services, wellness center, recreation centers, computer labs, sporting events, parking, dining services, email and internet access. However, Dual Admission and Enrollment Program students are required to pay any fees associated with such services as prescribe by each institution's fee structure.
- i. There is no application fee required for the University of Akron.

Attachment B
to the
Dual Admission and Enrollment Program Agreement
Dated October 28, 2021
By and Between
Cuyahoga Community College District
and
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 Tri-C 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

University of Akron:

Tammy Ewing
Vice President
Communication and Marketing
The University of Akron
302 Buchtel Commons
Akron, Ohio 44325-4706
P:330-972-5766

Attachment C
to the
Dual Admission and Enrollment Program Agreement
Dated October 28, 2021
By and Between
Cuyahoga Community College District
and
University of Akron

Dual Admission Partner Process

Tri-C

- Provide one online application on Dual Admission webpage <https://www.tri-c.edu/transfer/transfer-resources/dual-admission.html>
- 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 Dual Admission and Enrollment 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