#### Dual Admission and Enrollment Program Agreement By and Between Cuyahoga Community College District and Cleveland State University

**THIS ARTICULATION AGREEMENT** (the "Agreement") is entered into on this 10th day of May, 2021 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and Cleveland State University (CSU), with an address at 2121 Euclid Ave, Cleveland, Ohio 44115. The College and CSU are institutions of higher education established pursuant to Section 3354 or 3344 respectively of the Ohio Revised Code and members of the Ohio College and University System. The College and CSU (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 the College would be eligible for articulated course credits at CSU, according to the terms contained in this Agreement.

# BACKGROUND

The College and CSU desire to enter into a contract clarifying the status and treatment of students who choose to enroll at CSU while also studying at the College. The goal of the Dual Admission and Enrollment Program (the "Program") established by this Agreement is to recruit and enroll Dual Admission Students ("students") to the College and CSU, with the intent that the students first complete an Associate degree at the College, while purposefully preparing to complete a Bachelor degree at CSU. While enrolled at the College, students will have access to many services and programs at CSU that generally are not available until they matriculate to CSU, and they may be eligible for CSU transfer scholarships after they complete their Associate degree at the College and enroll at CSU.

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 Program directly out of high school or as college transfer students. In either case, students would begin the Program by completing an Associate degree at the College, while purposefully planning to transfer to CSU for Bachelor degree completion. The Program requires that students be accepted by both the College and CSU.

1. Process: The Program application will be available on Tri-C's website on the Dual Admission landing page for current Tri-C students or those who have been admitted to Tri-C and wish to participate in the Program. There is no application fee.

- 2. Eligibility/Criteria: See Attachment A.
- 3. As part of the process of applying to the Program, students will sign an agreement to release their student record information between the College and CSU.
- 4. All general education and other non-developmental courses of the College for which the student receives a grade of D or better will transfer to and will be applied toward fulfilling Bachelor degree requirements at CSU, where appropriate. Only courses completed at CSU will be used to calculate the cumulative GPA for CSU.

# **B.** Program Enrollment

- 1. Students are encouraged but not required to complete at least twenty-four credit hours before taking a class at CSU to ensure they are successful.
- 2. To help ensure a seamless transfer, academic advisors from CSU will work with The College's counseling faculty to advise students and the Transfer Centers to conduct appointments with Program students and candidates. All Program students will be advised so as to be able to complete their Associate degree prior to transfer while simultaneously completing CSU Bachelor degree requirements.
- 3. Students of the College who are dually admitted will receive a CSU identification card and are entitled to facilities and services offered to CSU's regularly admitted students in the discretion of CSU. Students that are registered for at least 1 credit hour at CSU are entitled to access to CSU libraries, Career Services, computer labs, sporting events, parking, e-mail and internet on the same terms and conditions as enrolled CSU students.
- 4. Once students receive an acceptance letter from CSU, they must schedule an appointment to meet with a CSU academic advisor to schedule classes. Students have the option of attending a CSU Transfer Orientation either in-person or online.
- 5. Students already participating in Degree Link are not eligible for the Program.

# C. Program Administration

1. The College will provide one comprehensive dual admission application. Once the Dual Admission Partnership Application has been submitted by the student, the Tri-C 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 CSU within 10 business days of receipt via an electronic platform. CSU 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 CSU and the College. CSU will notify the College of Program admission decisions. CSU will provide a student status report including graduated and inactive students to the College 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. The College will, upon receiving written request, provide to CSU a directory list of graduates from the College following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. CSU will send an annual report to the College on the progress of Program students after they transfer to CSU, except as may be prohibited by law or CSU policy.
- 4. CSU and the College 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 CSU and of the College will formally review this Agreement on an annual basis.
- 6. CSU and the College will hold a 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 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 College's Counselors and CSU's Academic Advisors.
- 7. Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Program.
- 8. All promotion and advertising of the Agreement must conform to the statement approved by the College's Integrated Communications Department and the University Marketing and Communications at CSU (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. Program students will be subject to the policies and procedures of the College, when participating in programs of the College or when present at facilities of the College. Program students will also be subject to the policies and procedures of CSU, when participating in CSU programs or when present at CSU facilities.

2. Except as may be prohibited by law or by an applicable policy of a Party to this Agreement, CSU and the College 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. The College and CSU may take any of these actions on their 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

- Subject to applicable law and any applicable policies of each institution, Dual Admission Program Students who wish to apply for financial aid can only do so at one institution at a time. Students should apply for financial aid via Tri-C's Financial Aid Office until obtaining at least 60 credits hours or the associate degree. After obtaining at least 60 credit hours or the associate degree, Dual Admission Program Students will apply for financial aid via CSU's Financial Aid Office for periods of part-time or full-time enrollment at CSU.
- 2. Scholarship information for all students transferring in to CSU can be found here: <u>http://www.csuohio.edu/financial-aid/scholarships-for-new-transfer-students</u>.
- 3. Dual Admission students, are eligible for CSU transfer student scholarships if their first semester of enrollment at CSU is fall (or summer and if they are enrolled full-time during that semester). They will remain eligible if they were admitted for an earlier semester but did not enroll. Students that enrolled parttime in an earlier semester are not eligible.
  - a. If a student is admitted for a prior semester and enrolls after scholarships are awarded on April 1, they will be retroactively awarded scholarships.

# F. Term and Termination

- 1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2026 academic term of the College or of CSU (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, Program students previously accepted by or admitted to CSU shall continue to receive the benefits contemplated by this Agreement.

#### G. Miscellaneous

- 1. <u>Severability</u>. 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. <u>Notices</u>. 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 a copy to the appropriate office as indicated below".

#### **For Cuyahoga Community College District:** Lindsay S. English, Ph.D.

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

#### For Cleveland State University:

Jianping Zhu, Ph.D. Provost and Senior Vice President for Academic Affairs 2121 Euclid Avenue Cleveland, Ohio 44115

With a copy to:

Office of General Counsel Cuyahoga Community College 700 Carnegie Avenue Cleveland, OH 44115 Office of General Counsel Cleveland State University 2121 Euclid Avenue, AC 327 Cleveland, Ohio 44115

- 3. <u>Waivers and Amendments</u>. 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. <u>Survival</u>. Section F (3) and this Section G shall survive expiration or termination of this Agreement for any reason.
- 5. <u>Complete Agreement; Integration</u>. 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. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single Agreement.
- 7. <u>No Third Party Beneficiaries</u>. This Agreement does not and is not intended to confer any rights or remedies upon any Party other than the College and CSU.
- 8. <u>Facsimile Signatures</u>. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.
- 9. <u>Neutral Interpretation</u>. 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. <u>Compliance with Laws</u>. 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 or any class of persons protected by law or College of University policy.

**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:

Lindsay S. English Lindsay S. English

Lindsay S. English Vice President, Learning and Engagement

#### **CLEVELAND STATE UNIVERSITY:**

Jianping Zhu<sup>J</sup> Provost and Senior Vice President for Academic Affairs

# Attachment A to the Dual Admission and Enrollment Program Agreement Dated May 10, 2021 By and Between Cuyahoga Community College District and Cleveland State University

#### Dual Admission and Enrollment Program Eligibility/Criteria and Benefits

#### 1. The articulation criteria ("Articulation Criteria") are:

a. Students must be eligible for participation in the Dual Admission Program. Program requirements are listed as below:

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

- Will be pursuing post-secondary education for the first time since graduating high school.
- Have a cumulative 2.3 high school grade point average.
- Have earned an ACT composite score of 16 or an SAT total score of 880.

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

- Will be pursuing post-secondary education for the first time since earning a GED.
- Have submitted an ACT composite score of 16 or an SAT total score of 880.

Students are eligible for admission as transfer students at CSU if they:

- Are pursuing a post-secondary education at CSU 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 college and universities combined.
- Have submitted a high school transcript with a cumulative grade point average of 2.3 or a GED transcript if the student has fewer than 12 semester credit hours completed.
- Have submitted an ACT composite score of 16 or an SAT total score of 880 if the student has fewer than 12 semester credit hours completed.
- b. Students are eligible for Dual Admission under this agreement if they:
  - Meet the admissions requirements as a transfer or first-year student
    ACT and SAT test scores must be less than five years old.
  - Intend to complete their first associate degree
  - Have not attained any college degree
  - Plan to complete a bachelor's degree program at CSU

# 2. The Program benefits are:

- a. Students in the Dual Admission Program are considered students of each institution and are eligible to participate in and use academic services available to current students of each institution.
- b. Dual Admission Program students enrolled in at least 6 CSU credit hours are eligible to apply for on-campus housing.
- c. CSU's Admission Fee for Dual Admission Program students will be waived.

# Attachment B to the Dual Admission and Enrollment Program Agreement Dated May 10, 2021 By and Between Cuyahoga Community College District and Cleveland State University

#### **Marketing and Advertising Restrictions**

Promotion of Partnership to Domestic and International Students

In order for Cuyahoga Community College and CSU 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 and CSU 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, and the average additional hours required to complete the 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 Cleveland State University:

Rita Andolsen Vice President, University Marketing and Communications Cleveland State University 2121 Euclid Avenue Cleveland, Ohio 44115

# Attachment C to the Dual Admission and Enrollment Program Agreement Dated May 10, 2021 By and Between Cuyahoga Community College District and Cleveland State University

# **Dual Admission Partner Process**

# Tri-C

- Provide one online application on Dual Admission webpage <u>https://www.tri-c.edu/transfer/transfer-resources/dual-admission.html</u>
- Registrar receives application
  - Registrar processes application, adds attribute code in Banner, and sends materials (application, application materials, 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 Program students
- Notify CSU when a student communicates or advises that they will no longer be part of the 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)

# **CSU 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 as requested (to include active/inactive Program students and official transcripts for students who have completed coursework)
- Provide a process for self-withdrawal for Dual Program
- Notify Tri-C when a student communicates or advises that they will no longer be part of the program
- Provide a general transfer guide or equivalency materials or links

# Attachment D to the Dual Admission and Enrollment Program Agreement Dated May 10, 2021 By and Between Cuyahoga Community College District and Cleveland State University

## **Transfer Information:**

https://www.csuohio.edu/transfercenter

https://www.tri-c.edu/transfer/university-partnerships/cleveland-state-university.html

https://www.tri-c.edu/transfer/index.html