

**Dual Admission Program Agreement
By and Between
Cuyahoga Community College District
and
Notre Dame College**

THIS ARTICULATION AGREEMENT (the "Agreement") is entered into on this 2nd day of December, 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 Notre Dame College (NDC), with an address at 4545 College Road, South Euclid, OH 44121. The College 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. The College and NDC (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 NDC, according to the terms contained in this Agreement.

BACKGROUND

The College and NDC desire to enter into a contract clarifying the status and treatment of students who choose to enroll at NDC 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 NDC, with the intent that the students first complete an Associate degree at the College, while purposefully preparing to complete a Bachelor degree at NDC. While enrolled at the College, students will have access to many services and programs at NDC that generally are not available until they matriculate to NDC, and they may be eligible for NDC transfer scholarships after they complete their Associate degree at the College and enroll at NDC.

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 NDC for Bachelor degree completion. The Program requires that students be accepted by both the College and NDC.

1. Process: The Program 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 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 NDC.
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 NDC. Only courses completed at NDC will be used to calculate the cumulative GPA for NDC.

B. Program Enrollment

1. To help ensure a seamless transfer, academic advisors from NDC 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 NDC Bachelor degree requirements.
2. Students of the College who are dually admitted will receive a NDC identification card and may be entitled to all facilities and services offered to NDC's regularly admitted students. These may include but are not limited to access to NDC's libraries, career services, wellness center, recreation centers, computer labs, sporting events, parking, email and internet access.

C. Program Administration

1. The College 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 NDC within 10 business days of receipt via an electronic platform. NDC 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 NDC and the College. NDC will notify the College of Program admission decisions. NDC 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 NDC 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. NDC will send an annual report to the College on the progress of Program students after they transfer to NDC, except as may be prohibited by law or NDC policy.

4. NDC 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 NDC and of the College will formally review this Agreement on an annual basis.
6. NDC 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 NDC'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 Communications Department at NDC (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 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 a Party to this Agreement, NDC 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 NDC 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

1. Subject to applicable law and any applicable policies of each institution, Program students who wish to apply for financial aid will do so via the College's Financial Aid Office for periods of part-time or full-time enrollment at the College, and 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 2025 academic term of the College or of NDC (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 NDC 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 the College, an additional copy addressed to "Office of General Counsel".

For Cuyahoga Community College District:

Lindsay S. English, Ph.D.
Assistant Provost/Vice President for Learning
and Engagement
700 Carnegie Avenue
Cleveland, Ohio 55115

Notre Dame College:

Florentine Hoelker, Ph.D.
Dean of Online Programs and Strategic
Initiatives
4545 College Rd.
South Euclid, OH 44121

With a copy to:

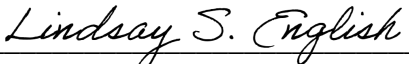
Office of General Counsel
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

Beth Ford, VP for Enrollment
Notre Dame College
4545 College Rd.
South Euclid, OH 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 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 the College 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 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.

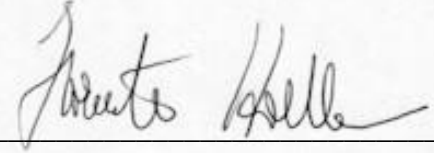
INTENDING TO BE LEGALLY BOUND, by signing below, each Party acknowledges its Agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her Party to all of the terms and conditions of this Agreement as of the Effective Date.

CUYAHOGA COMMUNITY COLLEGE DISTRICT:



Lindsay S. English
Assistant Provost/Vice President, Learning
and Engagement

NOTRE DAME COLLEGE:



Florentine Hoelker, Ph.D.
Dean of Online & Strategic Initiatives

Attachment A
to the
Dual Admission and Enrollment Program Agreement
Dated December 2, 2021
By and Between
Cuyahoga Community College District
and
Notre Dame College

Dual Admission and Enrollment Program Eligibility/Criteria and Benefits

1. *The Program eligibility/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 Program 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 36 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
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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:

Paula Baughn
Director of Communications
Notre Dame College
4545 College Rd.
South Euclid, OH 44121
pbaughn@ndc.edu
216-373-5301

Attachment C
to the
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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 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

**Attachment D
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Transfer Guide and/or Equivalency Link

<https://www.notredamecollege.edu/wp-content/uploads/2021/10/Tri-C-transfer-guide-updated-Fall-2021.pdf>