



Dual Admission and Enrollment Agreement between Terra State Community College and Tiffin University

THIS AGREEMENT (the "Agreement") is entered into as of February_____, 2020 (the "Effective Date") and by and between Terra State Community College ("TSCC"), with an address at 2830 Napoleon Road, Fremont, OH, 43420; and Tiffin University ("TU"), with an address at 155 Miami Street, Tiffin, OH, 44883. TSCC is a state community college established pursuant to Section 3358 of the Ohio Revised Code, and TU is an institution of higher education pursuant to Ohio nonprofit corporation law.

BACKGROUND TSCC and TU desire to enter into an agreement clarifying the status and treatment of students who chose to enroll at TU while studying at TSCC. The goal of the program (the "Dual Admission Program") established by this Agreement is to recruit and enroll students ("Dual Admission Students") to TSCC and TU, with the intent that students first complete the associate's degree at TSCC, while purposefully preparing for transfer to TU to complete the bachelor's degree. While enrolled at TSCC, Dual Admission Students will have access to many services and programs at TU that are generally not available until a student matriculates, and they may be eligible for a transfer scholarship once they complete their associate's degree and enroll at TU.

ACCORDINGLY, in consideration of the foregoing, other promises and mutual covenants contained in this Agreement, and 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 (current CCP students are not eligible) or as a college transfer student. In either case, students would begin the Dual Admission Program by applying to an associate degree at TSCC, while purposely planning to transfer to TU for bachelor degree completion. The Dual Admission Program requires that students be accepted by TSCC, and also by TU.

1. A joint Dual Admission Program application will be available online from both the TSCC and TU websites. Students who wish to participate in the Dual Admission Program should complete the Dual Admission Application, which will be submitted to the Admission Offices of both TSCC and TU. Alternatively, TSCC students who wish to participate in the Dual Admission Program should complete the Dual Admission Application and submit it to the Admission Office at TU. In each case, the TU application fee will be waived. In addition, there is a disclaimer statement on the Dual Admission Application that student's admissions,

- registration, financial aid, and bursar information will be shared between both TSCC and TU, where necessary.
- 2. High school graduates with no college credit or less than 12 transferable college credits must meet all admission requirements to TSCC and TU. If a high school graduate does not initially meet admission requirements to TU, but does meet admission requirements of TSCC, the student may enroll at TSCC and then reapply to the Dual Admission Program after completing 12 credits of TSCC coursework.
- 3. Students applying to the Dual Admission Program who have more than 12 transferable TSCC credits and a minimum cumulative GPA of 2.0 will be accepted to the Dual Admission Program—subject to TU's admission policies applicable to applicant, in general. TSCC and TU will actively encourage all Dual Admission Program applicants to complete an associate degree prior to transfer to TU.
- 4. As a part of the process of applying to the Dual Admission Program, applicants will sign the Dual Admission Enrollment Registration form to release student record information between TSCC and TU. The disclaimer statement on the Dual Admissions Application allows for TSCC and TU to share information regarding a student's admission, registration, financial aid, and bursar information.
- 5. All TSCC general education and other non-remedial courses in which the student receives a grade of "C-" or better will transfer and will be applied toward fulfilling baccalaureate degree requirements at TU. Only courses earned at TU will be used to calculate the cumulative GPA for TU. Courses will be identified on the TSCC and TU transcripts as either a TSCC or TU course.
- 6. Neither party shall discriminate against Dual Admission Students or Dual Admission applicants on the basis of race, color, religion, gender, sexual orientation, age, national origin or ancestry, or disability.

B. Dual Admission Enrollment

Dual Admission Students may enroll in a maximum of 3 semester hours of course work at TU's main campus, online, or Extended Learning during the fall, spring, and summer semesters for a maximum of four semesters prior to transfer. If a student is enrolled in a course with a lab, the student may take a maximum of 4 semester hours in a given semester. The tuition charged will be at the TSCC tuition rate, which will be billed from TU to TSCC (see section E3 for clarification). TU supplemental fees and technology fee would be charged to TSCC. Books are the student's responsibility. If the Dual Admission Student would drop the Tiffin University course, TSCC would be contacted immediately to make them aware of this enrollment change.

- Academic advising of Dual Admission Students during their periods of enrollment at TSCC will be made available at both TSCC and TU. To the extent not prohibited by law or TSCC policy, TSCC will provide TU access to student records as needed so that baccalaureate program advising may take place.
- 3. Dual Admission Students will be issued a student ID from both TU and TSCC. Students will have access to services and resources at TU while still enrolled at TSCC, utilize opportunities provided by the TU Career Services, obtain library privileges and have academic resources (i.e. tutoring and use of Murphy Academic Center) available for use. In addition, students will be able to attend athletic and other student activities.

C. Program Administration

- Dual Admission Students will be coded and tracked in the Student Information Systems at both TU and TSCC, by the Records Office.
- 2. TU and TSCC will each assign a representative to serve as a liaison and assure continued communication between the two institutions on matters related to this Agreement. TU and TSCC representatives will formally review this Agreement on an annual basis.
- 3. TU and TSCC will each hold separate orientations prior to the beginning of each academic term. This orientation program will be required for all new Dual Admission Students prior to registering for their classes. The program will assist Dual Admission Students in understanding general education and remediation requirements and will acquaint them with services available to them at both institutions. It will also enable them to meet with admissions counselors and their advisor at this time.
- 4. Except as may be prohibited by law or TU policy, TU will send an annual report to TSCC on the progress of Dual Admission Students after their transfer to TU. Except as may be prohibited by law or TSCC policy, TSCC Records Office will send TU an annual report on the progress of TSCC Dual Admission Students.
- 5. Unofficial transcripts will be shared each semester between TU and TSCC for each student enrolled in the Dual Admission Program. Once a Dual Admission Program student is graduating with their associate's degree from TSCC an official transcript will be sent to each institution (TU will send an official transcript to TSCC and TSCC will send an official transcript to TU). Dual Admission 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 the marketing teams at both TU and TSCC. The marketing departments will work collectively together to make sure the message

is consistent and each institution knows what the other is doing to promote the Dual Admission program.

D. Student Conduct

- Dual Admission Students will be subject to the policies and procedures of TSCC, when participating in TSCC programs or when present at TSCC facilities. Dual Admission Students will also be subject to the policies and procedures of TU, when participating in TU programs or when present at TU facilities.
- 2. Except as may be prohibited by law or by an applicable policy of a party to this agreement, TU and TSCC 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 Student. TSCC and TU may take any of these actions on their own, and the other party is not required to take similar action against a Dual Admission 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 Student.

E. Financial Aid and Scholarships

- Dual Admission Students enrolling to TU on a full-time basis on main campus could be eligible to be awarded a transfer scholarships ranging from \$7,000-\$10,000 dependent on cumulative GPA. Dual Admission Students enrolling in TU on a full-time basis with a cumulative grade point average of 2.0 or higher and have earned their associate's degree through TSCC may be eligible to receive a transfer scholarship. Dual Admission Students enrolling at TU on a full-time basis in the online or Extended Learning Program will not be eligible to receive a transfer scholarship due to the tuition being at a reduced cost.
- 2. Dual Admission students that are completing the Associate's Degree from TSCC will apply for aid through TSCC; whereas, those students who have advanced to TU for a Bachelor's degree program will apply for financial aid through TU.
- 3. Dual Admission students who apply for TSCC financial aid must complete a consortium agreement with TSCC at the beginning of each semester to ensure that financial aid is dispersed to TU to cover the cost of the TU class at the TSCC rate, including technology and any supplemental fees. Students who apply for financial aid will need to follow the consortium agreement process according to the policies and procedures of the TSCC Financial Aid Office. Books will be the responsibility of the student. The student will need to pay any outstanding balance not covered by financial aid before they can enroll in any further courses at Tiffin University.

F. Term and Termination

- 1. This Agreement will run from the Effective Date on page one. In the event either party desires to terminate this agreement, that party must notify the other party in writing one year prior to the date of 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* 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.
- In case of termination of this Agreement for any reason, Dual Admission Students
 previously accepted or admitted to TU shall continue to receive the benefits
 contained within this Agreement.
- 4. Any changes to this agreement must be put in writing in the form of an addendum and signed by both parties.

G. Miscellaneous

- 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. Notices shall be sent to the attention of each senior Student Affairs or Enrolment Administrator.
- 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. <u>Survival.</u> Sections F (3) and this Section G shall survive expiration or termination of the 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 TSCC and TU.
- 8. <u>Facsimile Signatures.</u> 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.

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 Effective Date.

TERRA STATE COMMUNITY COLLEGE

Ron Schumacher, Ed.D.

President

TIFFIN UNIVERSITY

Lillian Schumacher, Ph.D.

President