THIS AGREEMENT (the “Agreement”) is entered into as of this May 20, 2020 (“the Effective Date”) by and between Lorain County Community College (“LCCC”), with an address at 1005 N. Abbe Road, Elyria, Ohio 44035 and Bowling Green State University (“BGSU”), with an address at 1001 E. Wooster St. Bowling Green, Ohio 43403. LCCC and BGSU are institutions of higher education established pursuant to Section 3354 or 3341 respectively of the Ohio Revised Code.

BACKGROUND
LCCC and BGSU as part of the University System of Ohio desire to enter into a contract clarifying the status and treatment of students who choose to enroll at BGSU while studying at LCCC. The goal of the partnership program established by this Agreement (the “Dual Admission Program”) is to recruit and enroll students to LCCC and BGSU with the intent that students first complete the associate degree at LCCC, while preparing for transfer to BGSU to complete the bachelor’s degree. This agreement will provide an umbrella under which current and future program specific agreements can be implemented.

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 as college transfer students. Students begin the Dual Admission Program by completing an associate degree at LCCC, while planning to transfer to BGSU for bachelor degree completion. The Dual Admission Program requires that students apply and be admitted to LCCC, and also to BGSU. Students entering the Dual Admission Program with no college credits completed are encouraged to take their first 24 credit hours of study at LCCC prior to taking a course at BGSU, but should consult with their LCCC and BGSU transfer specialist for baccalaureate course sequencing and course options. Students pursuing the Dual Admission Program will opt in by applying to LCCC and expressing interest in the program with BGSU. Students will then apply to BGSU for their intended term of transfer, following the normal transfer admission process at BGSU. The LCCC Registrar will send official transcripts (processing fee waived) to BGSU as part of the initial application process and for each semester thereafter.

1. Previous BGSU students are not eligible to participate in the Dual Admission Program.
2. All students who meet the standard admission requirements for both LCCC and BGSU as well as the Dual Admission eligibility requirements (as stated in Appendix A) will be eligible for Dual Admission Program admission.

3. To enroll at BGSU a student must meet transfer admission requirements of a 2.0 cumulative college GPA.

4. LCCC students who have been accepted into the program will have catalog rights at BGSU from the term their Dual Admission Program application is accepted and their attendance at BGSU will be governed by BGSU’s policies in effect at that time.

5. As part of the Dual Admission application process, students will indicate their permission for LCCC and BGSU to exchange student record information (transcripts).

6. All LCCC students, who have earned credits in Fall 2005 or after, will receive transfer credit for all college level courses in which a “D” or better has been earned. 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 BGSU academic advisor to determine whether transfer courses will count toward graduation. Only courses earned at the baccalaureate degree granting university (BGSU) 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, or ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, color, or any other status protected by law or BGSU or LCCC policy.

B. Partnership Program Enrollment

1. To help ensure a seamless transfer, academic advisors from BGSU will work with LCCC Enrollment Services and the LCCC University Partnership program to conduct appointments on the LCCC campus with Dual Admission Program students and candidates. All Dual Admission Program students will be advised so as to be able to complete their associate degree prior to transfer while simultaneously completing BGSU degree requirements. When applicable, and in the student’s best interest, LCCC will accept BGSU courses to fulfill the students’ Associate Degree requirements (“Reverse Transfer”).

2. Students are encouraged but not required to complete at least twenty-four credit hours before taking a class at BGSU to ensure they are successful.

3. Once students decide they are ready to transfer to BGSU, they will apply through the regular transfer admission process and follow appropriate next steps to enroll at BGSU.
C. Program Administration

1. Dual Admission Program students will be coded and tracked in the student information systems at both BGSU and LCCC.

2. BGSU and LCCC will each assign a representative to serve as a liaison and assure continued communication between the institutions on matters related to this Agreement. BGSU and LCCC representatives will formally review this Agreement on a regular basis.

3. Students have the opportunity to meet with both a LCCC advisor and a BGSU transfer specialist throughout their participation in the Dual Admission Program.

4. Dual Admission Program student records and transcripts will be shared between LCCC and BGSU at the end of each semester as part of the “Reverse Transfer” program.

5. Regular exchange of academic transcripts for Dual Admission Program students will be arranged by the registrars of both institutions (and their designees).

6. Dual Admission Program students will not be assessed a fee for transcripts issued for the administration of the Dual Admission Program.

7. Marketing will be coordinated by Marketing and Communications at BGSU and Marketing and Communications at LCCC. All printed materials and web content will be mutually agreed upon prior to publication, and must conform to the statement detailed in Attachment C.

8. 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.

D. Student Conduct

1. Dual Admission Program students will be subject to the policies and procedures of LCCC when participating in LCCC programs or when present at LCCC facilities. Dual Admission Program students will be subject to the policies and procedures of BGSU when enrolled at BGSU, when participating in BGSU programs, or when present at BGSU facilities.

E. Financial Aid and Scholarships

Subject to applicable law and any applicable policies of each institution, Dual Admission Program students who apply for financial aid can receive aid from only one institution at a time. Students will apply for financial aid via LCCC’s Financial Aid Office until obtaining at least 60 credit hours or the associate degree, or upon transfer to BGSU, at which time, students will apply for financial aid via BGSU’s office of Student Financial Aid and Scholarships.

1. Scholarship information for all students transferring in to BGSU can be found here: http://www.BGSUohio.edu/financial-aid/scholarships-for-new-transfer-students
2. Dual Admission students are eligible for transfer student scholarships. They will remain eligible if they were admitted for an earlier semester but did not enroll. Students who enrolled part-time in prior semesters are not eligible.

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 LCCC or of BGSU (whichever comes last), at which time this Agreement will automatically expire unless extended in a 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 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 (as acknowledged in writing by the non-breaching party) the termination notice will be of no effect.

3. The parties agree to notify each other in writing within 30 days of significant findings or changes in programmatic or institutional accreditation status.

4. Upon expiration or termination of this Agreement for any reason, Dual Admission Program Students previously accepted by or admitted to BGSU 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, return receipt requested to either party at its address first set forth above with an additional copy as set forth below:

For Lorain County Community College:
Dr. Jonathan Dryden
Provost and Vice President for Academic and Learner Services
1005 N. Abbe Rd.
Elyria, OH 44035

With a copy to:
Mr. Jonathan Volpe
Vice President, Administrative Services
1005 N. Abbe Rd.
Elyria, OH 44035

For Bowling Green State University:
Dr. Joe B. Whitehead, Jr.
Provost and Senior Vice President for Academic Affairs
230 McFall Center
Bowling Green OH 43403

With a copy to:
Office of General Counsel
Bowling Green State University
308 McFall Center
Bowling Green, OH 43403
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.** 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 LCCC and BGSU.

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 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.

10. **Compliance with Laws.** The parties will comply with all applicable laws and regulations in performing their obligations hereunder.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio, applicable to contracts made and to be enforced wholly within Ohio.

12. **Jurisdiction-Venue.** The parties to this Agreement each specifically consent to jurisdiction in the competent courts of Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.

13. **Responsibility for Negligence.** Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or omission by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and be responsible for those judgments and costs which arise from
such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

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.

LORAIN COUNTY COMMUNITY COLLEGE:

By: [Signature]

Dr. Jonathan N. Dryden
Provost and Vice President for Academic Affairs and University Partnership

Date 5/4/2020

BOWLING GREEN STATE UNIVERSITY:

By: [Signature]

Dr. Joe B. Whitehead, Jr.
Provost and Senior Vice President for Academic Affairs

Date 5/4/2020

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
1. **The dual admission criteria:**

   a. Acceptance to the Dual Admission program are listed as below:

      Students are eligible for Dual Admission under this agreement if they:
      - Intend to complete their first associate degree.
      - Have not earned a college degree.
      - Plan to complete a bachelor’s degree program at BGSU.

      Students are eligible for admission as degree seeking transfer students at BGSU if they:
      - Are pursuing a post-secondary education at BGSU after graduating from high school and enrolling at another post-secondary institution.
      - 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 at least 2.5 or a GED transcript (if the student has fewer than 12 semester credit hours completed).

2. **The dual admission benefits:**

   a. Are available upon acceptance.
   b. BGSU’s application fee for Dual Admission Program students will be waived.
   c. Dual admission students have access to BGSU transfer specialists and are eligible to use degree planning software.
Attachment B
To The
Dual Admission Program Agreement Dated May 20, 2020
by and between
Lorain County Community College
And
Bowling Green State University

All existing articulation agreements as well as all future articulation agreements and approved transfer pathways between BGSU and LCCC will be covered by this Dual Admission Program agreement.

Information about transfer pathways may be accessed from each institution’s main website:

- On LCCC’s external website www.lorainccc.edu.
- On BGSU’s external website https://www.bgsu.edu/
ATTACHMENT C

To The
Dual Admission Program Agreement Dated May 20, 2020
by and between
Lorain County Community College
and
Bowling Green State University

Marketing and Advertising Restrictions

Promotion of Partnership to
Domestic and International Students

In order for Lorain County Community College and Bowling Green State University 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 BGSU communicate.

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 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:

**Lorain County Community College:**
Alison Musser
Director, Strategic Community Engagement and Initiatives
229 College Center
Elyria, OH 44035
440-366-7651

**Bowling Green State University:**
Dave Kielmeyer
Chief Marketing & Communications Officer
517 Administration Building
Bowling Green, OH 43403
419-372-5857