THIS AGREEMENT (the “Agreement”) is entered into as of this 23 day of September, 2021 (the “Effective Date”) by and between Lorain County Community College (“LCCC”), with an address at 1005 N. Abbe Road, Elyria, OH 44035 and The University of Akron (“UA”), with an address at 302 Buchtel Common Akron, Ohio 44325. LCCC and UA are institutions of higher education established pursuant to Section 3354 of the Ohio Revised Code.

BACKGROUND

LCCC and UA as part of the Northeast Ohio Regional Higher Education Compact desire to enter into a contract (Dual Admission and Enrollment Program) clarifying the status and treatment of students who choose to enroll at UA while studying at LCCC. The goal of the partnership program established by this Agreement is to recruit and enroll students to LCCC and UA who intend to first complete the associate’s degree at LCCC, while purposefully preparing for transfer to UA to complete the bachelor’s degree. While enrolled at LCCC, Dual Admission and Enrollment Program students will have access to many services and programs at UA that generally are not available until a student matriculates to UA. LCCC students who have dual admission status will also have the opportunity, with appropriate advising, to be dually enrolled in courses at both LCCC and UA. This Agreement will provide an umbrella under which current and future program specific agreements may be administratively 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 and Enrollment Program directly out of high school or as a currently enrolled LCCC student. In either case, students would begin the Program by completing an associate degree at LCCC, while purposefully planning to transfer to UA for bachelor degree completion.

1. A Dual Admissions and Enrollment Program application will be available from a Campus Enrollment Services Office of any LCCC campus or on the LCCC or UA website. Students who wish to participate in the Program should complete the application and submit it to an Enrollment Center office at LCCC or on-line through the website. No application fee is required for UA.

2. All students who meet the standard admission requirements for LCCC will be eligible for the Dual Admission and Enrollment Program.
3. Students directly out of high school who have applied for admission to UA but have been deferred to LCCC to begin their college career are also eligible to participate in the Program.

4. Students who have previously attended UA are not eligible for the Dual Admission and Enrollment Program.

5. LCCC students who have been accepted into the Dual Admission and Enrollment Program will have catalog rights at UA from the term their Program application is accepted and their attendance at UA will be governed by UA’s policies.

6. As a part of the process of applying to the Program, students will sign an agreement so student education records information may be shared between LCCC and UA, in manners consistent with information security requirements.

7. 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.

8. 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, pregnancy or color.

9. A Dual Admission and Enrollment Program student must submit an Intent to Enroll Form one semester prior to matriculation to UA. This form can be found on the UA and LCCC websites.

10. Dual Admission and Enrollment Program students must have earned a minimum cumulative GPA of 2.0 (this includes all colleges attended) and be in good academic standing at LCCC prior to enrolling at UA. Program students must also have earned a minimum of 24 credit hours (non-developmental) at LCCC.

   Many programs at UA have additional selective admissions requirements and students should work directly with the program to determine the current admission requirements.

11. At any time a student may withdraw from the Dual Admission and Enrollment Program by notifying LCCC or UA in writing. Students no longer in the 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 LCCC advisors and faculty members to conduct appointments on each of LCCC’s campuses with Dual Admission and Enrollment Program students and candidates. All Program students will be advised so as to be able to complete their associate’s degree prior to transfer while simultaneously completing UA degree requirements. When applicable, and in the student’s best interest, LCCC will accept UA courses to fulfill the students’ Associate Degree requirements.
2. Dual Admission and Enrollment Program students will have the opportunity to receive a LCCC/UA Zip Card and shall be entitled to all facilities and services offered to regularly admitted students at both LCCC and UA. These include but are not limited to access to UA and LCCC College libraries, Career Services, Recreation Centers, computer labs, sporting events, parking, e-mail and internet access. However, Program students are required to pay any fees associated with such services as prescribed by each institution’s fee structure. (See Appendix A)

C. Program Administration

1. Appendix A defines the specific operational items related to the implementation of the Dual Admission and Enrollment Program. The programs and services listed in Appendix A will be collaboratively reviewed and updated (if needed) by LCCC and UA on an annual basis.

2. Dual Admission and Enrollment Program Students will be coded and tracked in the student information systems at both UA and LCCC.

3. UA 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. UA and LCCC representatives will formally review this Agreement and make adjustments where mutually agreed upon annually (see G. 2, below).

4. Except as may be prohibited by law or UA policy, UA will send an annual report to LCCC on the progress of Dual Admission and Enrollment Program Students after their transfer to UA. Except as may be prohibited by law or LCCC policy, LCCC will send UA an annual report on the progress of LCCC Program Students.

5. Marketing will be coordinated by University Communications and Marketing at UA and the Director of Marketing at LCCC, as set forth in Appendix B.

D. Student Conduct

1. Dual Admission and Enrollment Program Students will be subject to the policies and procedures of LCCC when participating in LCCC programs or when present at LCCC facilities. 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 either institution, UA and LCCC 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. LCCC or UA may take any of these actions on its 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, Dual Admission and Enrollment Program students who wish to apply for financial aid will do so via LCCC’s Financial
Aid Office until obtaining the associate’s degree. After obtaining the associate’s degree, Dual Admission Program Students will apply for financial aid via UA’s Financial Aid Office for periods of part-time or full-time enrollment at UA.

F. **Term and Termination**

1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2024 academic term of LCCC or of UA (whichever comes latter), at which time this Agreement will automatically expire unless extended in a writing signed by both parties.

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.

3. Upon expiration or termination of this Agreement for any reason, Dual Admission and Enrollment Program students previously accepted by or admitted to either institution 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, in the case of LCCC, an additional copy addressed to “General Counsel.”

For LCCC:  
Jonathan Dryden, Ph.D.  
Provost/Vice President for Academic Affairs & The University Partnership  
1005 N. Abbe Road  
Elyria, OH 44035

With a copy to:  
Office of the Provost  
Lorain County Community College  
1005 N. Abbe Road  
Elyria, OH 44035

For The University of Akron:  
John Wieneck, Ph.D.  
Executive Vice President & Provost  
302 Buchtel Commons  
Akron, Ohio 44325.4703

With a copy to:  
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 a writing signed by both parties.
4. Survival. Sections 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 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 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.

11. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by the College Marketing & Communications Department, (see Appendix B).

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:  THE UNIVERSITY OF AKRON:

_______________________  _____________________________
John Wiencek, Ph.D.
Provost and Chief Academic Officer  Executive Vice President & Provost

Date _________________________ Date__________________________
September 23, 2021  11/10/2021
Appendix A
Lorain County Community College and The University of Akron
Dual Admission and Enrollment Program Implementation

Appendix A is an adaptable framework document that provides flexibility to both The University of Akron and Lorain County Community College for implementing services to dual admissions students. This Appendix A is only valid for the 2021/2022 school year and must be renewed each year by the parties to assure that we are supporting the needs of students.

A student must be active dual admissions student and enrolled at Lorain County Community College to receive the programs and services outlined in this Appendix.

A. Data Sharing

1. Dual Admissions and Enrollment Program application provides consent to share the students’ LCCC admissions, enrollment, and academic progress information with UA.
2. The UA Intent to Enroll form provides student consent to share the students’ enrollment and academic progress information with LCCC.
3. The scheduled timing of the information sharing is:
   a. Within 30 days after the fall/spring census dates
   b. Within 30 days after the fall/spring semester end dates
4. Data may be shared at other times during the academic year to support student admission, transfer, and enrollment.
5. Data sharing contacts for UA and LCCC:

   UA                      LCCC
   Kim Gentile            Dr. Brenda Pongracz
   Director of Admissions Associate Provost, University Partnership

6. Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Dual Admission Program.
7. Program students enrolling at UA prior to completing their associate degrees will automatically be considered as a “reverse transfer” candidate.

B. Advising and Academic Support

1. Dual Admissions and Enrollment Program students will meet individually with a UA transfer advisor each at least once semester while they are enrolled at LCCC. The advising notes of these individual meetings will be shared with LCCC faculty advisors.
2. A collaborative advising event will be scheduled every spring semester to provide LCCC faculty advisors an opportunity to engage with their peers at UA.
3. As defined in the articulation agreement between UA and LCCC, program pathways will be developed to help support students participating in the Dual Admissions and Enrollment Program.
4. The UA Intent to Enroll form process will connect Program students to their UA academic department and new student enrollment services (e.g. New Student Orientation).
5. 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 LCCC.

C. Student Engagement

1. Program students will have the opportunity to receive a LCCC/UA Zip Card. The LCCC/UA Zip Card will provide dually admitted students the option of accessing a wide range of services at UA by paying the appropriate fee associated with the service. Students who are dually enrolled will have access to all services based on their enrollment status with UA.
   a. Library Privileges and IT Support
i. Enhanced access to local and OhioLINK resource sharing
ii. Check out up to 150 local and OhioLINK items (books, media)
iii. Access to technology equipment check out
iv. Weekly check out of Dell laptops, ipads, calculators, Go Pro, MacBooks, cameras
v. Access to Maker studio in Bierce Library
vi. 3D printers, craft studio, sewing machine, dremel
vii. Access to bookable study rooms
viii. Group/individual study rooms with whiteboards that are bookable
ix. Use of over 90 PC and Mac workstations in Bierce & Science & Technology Libraries
x. Interlibrary Loan access to materials owned by reciprocal lenders around the world

b. Fitness and Student Recreation
i. Fitness facilities and group exercise
ii. Pools, club sports and intramurals
iii. Group exercise
iv. Outdoor adventure
v. Group training

c. Health Services
i. Episodic illness diagnosis and treatment
ii. Access to inexpensive medications and medical supplies
iii. Lab services if approved by Quest Diagnostics
iv. $15 visit fee with insurance and applicable prescription costs

d. Transportation Services
i. Parking permit
ii. Access to the Roo Express and Metro’s regular line services require the student to have a LCCC/UA Zip Card. Metro fare would be required without card.
iii. DASH (purple buses), is a free shuttle that is open to all

e. Student Organizations and Activities
i. Participation in student organizations
ii. Participation in fraternities and sororities
iii. Access to open campus events and specialized student programming

f. Athletics
i. Access to games and events with presentation of university identification card

2. Participants in Dual Admission and Enrollment Program may be eligible to participate in the following options
a. Residence Life and Housing
i. Any interested individual must be dual enrolled at UA. This is for the purpose of the individual having a University of Akron student ID number. This student ID will allow for the individual to:
   1. gain access to MyAkron to complete the housing application
   2. have a student bill that RLH can use to post housing charges
   3. allows individual to obtain a Zip Card that will be used for building access
   4. allows RLH to address any student conduct concerns through UA’s Department of Student Conduct.
ii. Student will be required to provide proof of full-time registration at LCCC
iii. As with any other fall and spring student, the individual will be required to purchase a meal plan if they select any bed space other than an Exchange Street Apartment. This will also be billed to the student account.
iv. Dual enrolled students will not be considered participants in the Akron Guarantee rate plan for housing. Each year they choose to remain on campus as a LCCC student they will be assessed the rates based on the most recent freshman cohort.
v. Rates are published on the UA web page and vary by options selected.
b. Dining Services
   i. Students living in campus residence halls are required to have meal plans.
   ii. Commuter students may opt for meal plans on UA campus could include 20 meal swipes at Rob's Café and $100 for campus outlets
   iii.
D. Financial Aid and Scholarships
1. UA will provide the opportunity for a financial aid consortium agreement for students that have dual enrollment status and are receiving financial aid through LCCC.
2. Program students will receive yearly updates on the scholarship opportunities available to transfer students at UA (e.g. Akron Guarantee Scholarship).

Appendix B

Marketing and Advertising
In order for Lorain County 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 UA and LCCC 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. To avoid unnecessary delay, adequate time (two weeks) will be provided to UA and LCCC for reviews and approvals of promotional materials.

Marketing Contacts:

Lorain County Community College:
Alison Musser
Director, Strategic Community Engagement and Initiatives
Lorain County Community College
1005 N. Abbe Road
Elyria, OH 44035
amusser@lorainccc.edu
440.366.7651

The University of Akron:
Tammy Ewin
Vice President
University Communications and Marketing
The University of Akron
Buchtel Hall
Akron, OH 44325.4718
tewin@uakron.edu
330.972.8075