

**Dual Admission and Enrollment Agreement
between Terra State Community College and Heidelberg University**

THIS AGREEMENT (the "Agreement") is entered into as of October 6, 2022 (the "Effective Date") and by and between **Terra State Community College** ("TSCC"), a state community college established pursuant to Section 3358 of the Ohio Revised Code, with an address at 2830 Napoleon Road, Fremont, OH, 43420 and **Heidelberg University** ("HU"), with an address at 310 E. Market Street, Tiffin, OH, 44883, an institution of higher education pursuant to Ohio nonprofit corporation law.

BACKGROUND TSCC and HU desire to enter into an agreement clarifying the status and treatment of students who chose to enroll at HU 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 HU, with the intent that students first complete an associate's degree at TSCC while purposefully preparing for transfer to HU for completion of a bachelor's degree. While enrolled at TSCC, Dual Admission Students will have access to many services and programs at HU that are generally not available until a student matriculates, and they will be eligible for a transfer scholarship once they complete their associate's degree and enroll at HU.

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 as they matriculate to post-secondary education 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 HU for bachelor degree completion. The Dual Admission Program requires that students be accepted by both TSCC and HU.

1. A joint Dual Admission Program application will be available online on both the TSCC and HU 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 HU. 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 HU. In addition, to the Dual Admission Application, students will be required to sign a FERPA release for both TSCC and HU, permitting both institutions to share student information with each other, including admission, registration, financial aid, and bursar information.
2. High school graduates with no college credit or less than 12 transferable college credits must meet all admission requirements to TSCC and HU. If a high school graduate does not initially meet admission requirements to HU, 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. 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 HU. The disclaimer statement on the Dual Admissions Application allows for TSCC and HU to share information regarding a student's admission, registration, financial aid, and bursar information.
4. 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 HU. Only courses earned at HU will be used to calculate the cumulative GPA for HU. Courses will be identified on the TSCC and HU transcripts as either a TSCC or HU course.
5. 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

1. Dual Admission Students may enroll in a maximum of up to 50% of semester hours of course work at HU's main campus, online, or Extended Learning during the fall, spring, and summer semesters for a maximum of four semesters prior to transfer. The tuition charged will be at the TSCC tuition rate, which will be billed from HU to TSCC (see section E3 for clarification). HU supplemental fees and technology fee will be charged to TSCC. Course textbooks are the students' responsibility. If a Dual Admission Student drops an HU course, HU will immediately notify TSCC of this enrollment change.
2. Academic advising of Dual Admission Students during their periods of enrollment at TSCC will be made available at both TSCC and HU. To the extent not prohibited by law or TSCC policy, TSCC will provide HU 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 HU and TSCC. Students will have access to services and resources at HU while still enrolled at TSCC, utilize opportunities provided by the HYPE Career Ready and Placement Office, obtain library privileges and have academic resources (i.e. tutoring and use of Owen Center) available for use. In addition, students will be permitted to attend HU athletic and other student activities.

C. Program Administration

1. Dual Admission Students will be coded and tracked in the Student Information Systems at both HU and TSCC, by the Records Office.
2. HU 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. HU and TSCC representatives will formally review this Agreement on an annual basis.

3. HU 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 HU policy, HU will send an annual report to TSCC on the progress of Dual Admission Students after their transfer to HU. Except as may be prohibited by law or TSCC policy, TSCC Records Office will send HU an annual report on the progress of TSCC Dual Admission Students.
5. Unofficial transcripts will be shared each semester between HU and TSCC for each student enrolled in the Dual Admission Program. Once a Dual Admission Program student graduates with their associate's degree from TSCC each party will send an official transcript to the other party. 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 HU 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

1. 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 HU, when participating in HU programs or when present at HU facilities.
2. Except as may be prohibited by law or by an applicable policy of a party to this agreement, HU and TSCC will each promptly notify the other party of any financial, disciplinary, or academic actions that have been or are about to be taken against a Dual Admission Student. TSCC and HU 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

1. After obtaining their associate degree Dual Admission Students enrolling to HU on a full-time basis on main campus will be eligible to be awarded a transfer scholarship ranging from \$15,000-\$20,000 dependent on cumulative GPA, or the better of their scholarship if matriculating from high school or TSCC.
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 HU for a Bachelor's degree program will apply for financial aid through HU.
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 HU to cover the cost of the HU 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 HU.

F. Term and Termination

1. This Agreement will run from the Effective Date. 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.
3. In case of termination of this Agreement for any reason, Dual Admission Students previously accepted or admitted to HU 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

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. 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. Survival. Sections F (3) and this Section G shall survive expiration or termination of the 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 TSCC and HU.
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.


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

HEIDELBERG UNIVERSITY

By:  10/06/22
Ronald M. Schumacher, Ed.D. Date
President & CEO

By:  10/6/2022
Robert H. Huntington, Ed.D. Date
President

By:  10/6/22
William H. Taylor, M.Ed. Date
Vice President of Academic Affairs

By:  10/06/2022
Bryan D. Smith, Ph.D. Date
Vice President for Academic Affairs & Provost