

**Dual Admission & Enrollment Agreement in Nursing
Between
Saddleback College and
The University of Toledo**

THIS AGREEMENT (the "Agreement") is entered into as of this day of First day of May, 2020 (the "Effective Date") by and between **Saddleback College** ("Saddleback"), with an address at 28000 Marguerite Pkwy, Mission Viejo, CA 92692 and **The University of Toledo** ("UToledo"), with an address at 3000 Arlington Avenue, Toledo, OH 43614. Saddleback College is an institution of higher education established as part of the California College System, and UT Toledo is an institution of higher education established pursuant to Section 3364 of the Ohio Revised Code.

BACKGROUND

Saddleback College and UT Toledo desire to enter into a contract clarifying the status and treatment of students who choose to enroll at UT Toledo while studying at Saddleback for the purposes of pursuing the Bachelor of Science in Nursing degree. The goal of the Dual Enrollment Program established by this Agreement is to recruit and enroll students to Saddleback and UT Toledo with the intent that students first complete the Associate Degree in Nursing at Saddleback, while purposefully preparing for transition to UT Toledo to complete the RN to BSN program. While enrolled at Saddleback, Dual Enrollment Program students will have access to services and programs at UT Toledo. Dual Enrollment students may be eligible for University scholarships once they complete their Associate's degree at Saddleback and enroll in a bachelor's degree program at UT Toledo.

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 Enrollment Program directly out of high school or as college transfer students. In either case, students would begin the Dual Enrollment Program by pursuing an Associate's degree at Saddleback, would be eligible to take courses at the University of Toledo toward the baccalaureate degree, and will complete the RN to BSN program at UT Toledo. The Dual Enrollment Program requires that students apply and be accepted by Saddleback and also by UT Toledo under each school's admission requirements.

1. To be admitted to UT Toledo, students must meet UT Toledo's Articulation Criteria as outlined in Section A of Attachment A.
2. Students already enrolled at Saddleback complete the Dual Enrollment form. Students may meet with a UT Toledo transfer specialist to complete the application. Students must maintain an overall GPA of 2.0 and must also maintain good financial standing at Saddleback and UT Toledo.
3. All students who meet the standard admission requirements for both Saddleback and UT Toledo will be eligible for the Dual Enrollment Program.
4. If a high school student does not initially meet admission requirements to UT Toledo, but does meet admission requirements of Saddleback, the student may reapply for Dual Enrollment Program status after completing a minimum of 12 transferable, non-developmental, Saddleback credits with a minimum of a C grade in each and a cumulative GPA of 2.0. This same admissions process applies to current Saddleback students wishing to enroll in the Dual Enrollment Program.
5. Saddleback students who have been accepted into the Dual Enrollment Program will have catalog rights at UT Toledo from the term their Dual Enrollment application is accepted and their attendance at

UToledo will be governed by UToledo's policies.

6. As a part of the process of applying to the Dual Enrollment Program, students will sign an agreement to permit student record information to be shared between Saddleback and UToledo, in a manner consistent with information security requirements.
7. 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 academic advisor to determine whether transfer courses will count toward graduation and/or a prospective major or minor. Only courses earned at the baccalaureate degree granting university (UToledo) will be used to calculate the cumulative GPA for UToledo.

B. Dual Enrollment Advising and Orientation

1. To help ensure a seamless transfer, academic advisors from UToledo will work with Saddleback to schedule appointments with Dual Enrollment Program students and candidates. All Dual Enrollment Program students will have access to UToledo advisors online so as to be able to complete their Associate's degree prior to transfer while simultaneously completing UToledo degree requirements. When applicable, and in the student's best interest, Saddleback will accept UToledo courses to fulfill the students' Associate's degree requirements.
2. Dual Enrollment Program students will have access to an online orientation program prior to enrolling in UToledo classes. Students in this program will also have access to on-campus events at UToledo. For an additional optional fee Dual Enrollment Students will be able to access select UToledo campus services, including UToledo recreational services and ticketed events. Further information on these benefits is listed in Attachment A.

C. Program Administration

1. Dual Enrollment Program students will be coded and tracked in the Student Information Systems at both UToledo and Saddleback.
2. UToledo and Saddleback will each assign a representative to serve as a liaison and assure continued communication between the institutions on matters related to this Agreement. UToledo and Saddleback representatives will formally review this Agreement and associated processes annually and make adjustments in writing where mutually agreed upon.
3. Dual Enrollment Program students will receive orientation by the respective institution prior to registering for their classes. The orientation program will assist Dual Enrollment Program students in understanding general education and remediation requirements and will acquaint them with services available to them at the institutions.
4. Except as may be prohibited by law or UToledo policy, UToledo will send an annual report to Saddleback on the progress of Dual Enrollment Program students after their transfer to UToledo. Except as may be prohibited by law or Saddleback policy, Saddleback will send UToledo an annual report on the progress of Saddleback Dual Enrollment Program students.
5. Dual Enrollment Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Dual Enrollment Program.
6. Marketing will be coordinated by the respective marketing offices at UToledo and Saddleback. In no event will decisions regarding marketing coordination be unreasonably delayed.
7. 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. Dual Enrollment Program students will be subject to the policies and procedures of Saddleback when participating in Saddleback programs or when present at Saddleback facilities. Dual Enrollment Program students will be subject to the policies and procedures of UToledo when participating in UToledo programs or when present at UToledo facilities.
2. Except as may be prohibited by law or by an applicable policy of either institution, UToledo and Saddleback will each promptly notify the other of any financial, disciplinary, or academic actions taken with regard to a Dual Enrollment Program student. Saddleback or UToledo may take any of these actions on its own, and the other party is not required to take similar action against a Dual Enrollment 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 Dual Enrollment Program student.

E. Financial Aid and Scholarships

1. Dual Enrollment Program students enrolling in UToledo on a full time basis based on eligibility guidelines will be eligible to receive University scholarships once the Saddleback Associate's degree is completed, in amounts to be determined by UToledo. Information regarding such scholarships can be found on the UToledo website, as updated periodically.
2. Subject to applicable law and any applicable policies of each institution, until obtaining the Associate's degree from Saddleback, financial aid application processing and awarding will be managed by Saddleback, the "home institution", with UToledo acting as the "host institution". After obtaining the Associate's degree, UToledo will become the "home institution".
3. Dual Enrollment Program students enrolled in classes simultaneously at Saddleback and UToledo may be eligible to apply relevant financial aid to both institutions under a Consortium arrangement. Students should consult with the Financial Aid Office at both institutions to determine eligibility and conditions. The Financial Aid Offices at Saddleback and UToledo will work together to coordinate these efforts and insure consistency of service to students.

F. Term and Termination

1. This Agreement will commence on May 1, 2020 and expire on April 30, 2024, although it may be terminated on an earlier date as provided for under this Agreement. This Agreement may be extended for additional three (3) year terms upon execution of a Memorandum of Extension signed by the parties thirty (30) days prior to the end of the then current term. This Agreement is subject to review after the first operational year, and every three years thereafter upon expiration of the then current term.
 - a) This Agreement may be terminated upon the occurrence of any of the following events:
 1. By UToledo at the end of an academic year upon written notice in the event of a bona fide academic credentialing or licensing authority recommendation or citation; or
 2. By either party in the event that the other party defaults in the performance of its material obligation under this Agreement or breaches any material provision of this Agreement provided that the defaulting party fails to cure its default within sixty (60) days after receiving written notice of default from the terminating party; or

3. At any time, with or without cause, by any party upon one (1) year written notice; or
 4. Whenever the parties mutually agree in writing.
- b) In the event of termination, the parties will make every effort to temporarily continue this Agreement or make substitute arrangements to allow Dual Enrollment Program students to continue their education for the balance of the Dual Enrollment Program.

G. Miscellaneous.

1. **FERPA**. Pursuant to the Family Educational Rights and Privacy Act ("FERPA"), either party may be performing services hereunder for the other party, and accordingly, the party performing services is designated as an education official of the other party for purposes of FERPA only. Each party agrees that, for purposes of FERPA, party officials: have a legitimate educational interest in having access to the other party's students' education records; is performing services or functions that would otherwise be performed by the other party's employees; are under the direct control of the other party with respect to the use and maintenance of student records; agree that they are subject to FERPA requirements with respect to re-disclosure of personally identifiable information; and that neither party will disclose personally identifiable information from a student record without the prior written consent of the eligible student or the other party, unless the disclosure meets one of the exceptions recognized by FERPA.
2. **Independent Contractors**. UToledo and Saddleback each will be, and at all times are, acting and performing as an independent contractor, and not as a partner, a co-venturer, an employee, an agent or a representative of the other. Neither party will have the authority to bind the other in any respect, it being intended that each will remain an independent contractor solely responsible for its own actions. No employee or agent of one party to this Agreement will be considered an employee or agent of the other party.
3. **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 will be deemed severed from this Agreement and the validity of the remainder of this Agreement will not be affected thereby.
4. **Notices**. All notices or other written communications relating to termination, expiration, or legal matters required or permitted under this Agreement will be given in writing by courier or reputable overnight delivery services, or by certified mail, postage pre-paid, return receipt requested to either party at its address first set forth below with, in the case of Saddleback and UToledo, an additional copy addressed to "General Counsel."

For Saddleback College:

Dee Oliveri EdD RN

Dee Oliveri, EdD, RN
Assistant Dean, Health Sciences & Human Services
Nursing Program Director
Saddleback College

For The University of Toledo:

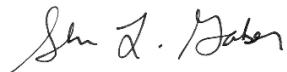
Linda A. Lewandowski

Linda A. Lewandowski, PhD, RN, FAAN
VP for Health Affairs for Interprofessional and
Community Partnerships
Dean, College of Nursing
The University of Toledo

5. **Waivers and Amendments.** The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance will 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.
6. **Survival.** Sections G.1. and G.2. will survive expiration or termination of this Agreement for any reason.
7. **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.
8. **Counterparts.** This Agreement may be executed in multiple counterparts, all of which will be originals and which together will constitute a single agreement.
9. **No Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any party other than Saddleback and UToledo.
10. **Facsimile Signatures.** For the purpose of interpreting this Agreement, facsimile signatures will be considered equivalent to original signatures.
11. **Neutral Interpretation.** This Agreement 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 Agreement should be understood and interpreted as a document fully negotiated and accepted by the parties, and should not be construed against the drafting party.
12. **Compliance with Laws.** 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 (including gender and pregnancy), religion, disability, age, national origin or ancestry, genetic information, military status, veteran status, citizenship status, color, gender identity or expression, sexual orientation, familial status, political activity or participation in a protected activity.

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.

The University of Toledo



Sharon L. Gaber, Ph.D.
President



Karen S. Bjorkman, Ph.D.
Provost



Linda Lewandowski, Ph.D.
Dean, College of Nursing

Saddleback College



Diane Pestolesi
Dean, Health Sciences & Human Services



Tram Vo-Kumamoto
Vice President, Instruction

Attachment A
To The
Dual Enrollment Agreement Dated May 1, 2020
By and Between
Saddleback College
And
The University of Toledo

UToledo Dual Enrollment Criteria and Benefits

A. UToledo Dual Enrollment Criteria are:

Students are eligible to participate in the Dual Enrollment Program under this Agreement if they:

- Have successfully attained a High School diploma
 - Meet the admissions requirements below for first-year students or transfer students
 - Are planning to complete the RN-BSN degree program at UToledo
1. **First-Year Applicants.** First-time Freshmen: Includes the subcategory of "direct-from-high school" students, which are those who will be attending the summer or fall immediately following their high school graduation. Students who have been enrolled in post-secondary, dual enrollment or Tech Prep while in high school are considered direct-from-high school students. Students who took college courses during the summer immediately following high school graduation and are enrolled the following fall are also considered direct-from-high school students.

Other subcategories of first-time freshman students include adult students (those who have never attended college other than during high school) and GED holders who have never attended college. Please see the relevant UToledo websites related to adult & transfer students.

To be eligible for admission, students applying to the program directly from high school must complete the following minimum college preparatory curriculum course work:

- 4 years/units of English
- 4 years/units of math (including algebra I and II and geometry or equivalent)
- 3 years/units of natural science
- 3 years/units of social science

Required for Unconditional Direct Admission:

- 2.75 high school GPA and 19 ACT/990 SAT
2. **Transfer Applicants.** To be considered eligible for admission to UToledo, transfer applicants must meet UToledo's admission requirements as indicated on UToledo's transfer admissions website.

3. Dually-enrolled students will seamlessly transfer into the UToledo RN-BSN program upon
 - a) Successful completion of Associate's Degree in Nursing with a higher education GPA of 2.0 or above
 - b) Grades of C or higher in UToledo core requirements
 - c) Unrestricted, unencumbered RN
 - d) Background check prior to enrollment in NURS 4340

B. UToledo Dual Enrollment Benefits include:

1. Students in the Dual Enrollment Program will have access to the services and opportunities as outlined in the Agreement above.
2. Dual Enrollment Program students enrolled in at least twelve (12) semester credit hours for the semester, at least six (6) of which hours are UToledo credit hours, will be eligible to apply for on-campus housing at UToledo. UToledo will determine whether or not housing will be permitted and the application accepted.
3. Students will receive advising from both institutions to maximize the transferability of all earned credits and the applicability of College credits to the bachelor's degree at UToledo. Students should be aware that it is possible that earned credits will not always apply to the majors for the bachelor's degree.
4. UToledo's admission fee for dual admission program students will be waived at the time of transfer to full-time study at UToledo, and at points earlier where relevant.
5. Students admitted to the Dual Enrollment Program will be able to obtain identification as a student at both institutions. At UToledo this identification (the Rocket ID Card) will entitle students to access the following:
 - a. UToledo Recreational Services, for a reduced fee as negotiated between UToledo and Saddleback
 - b. UToledo Career Services
 - c. UToledo athletic events, at no charge
 - d. UToledo libraries, including licensed library materials and databases and the UpToDate resource system.
 - e. Concert tickets at UToledo student price
 - f. Programs/activities sponsored by UToledo Office of Student Involvement & Leadership
 - g. UToledo "Swag" bag