

## DragonNext between Edison State Community College and Tiffin University

**THIS AGREEMENT:** (the “Agreement”) is entered into as of June 21<sup>st</sup>, 2023 (the “Effective Date”) and by and between **Edison State Community College** (“ESCC”), with an address at 1973 Edison Drive Piqua, Ohio 45356; and **Tiffin University** (“TU”), with an address at 155 Miami Street, Tiffin, OH, 44883. ESCC is a state community college established under Section 3358 of the Ohio Revised Code, and TU is an institution of higher education under Ohio nonprofit corporation law.

**BACKGROUND:** Through this agreement, ESCC and TU seek to create a seamless and coherent educational pathway for students who wish to pursue both an associate’s and bachelor’s degree. This program aims to provide students with a clear roadmap for completing their educational goals by enabling them to transition smoothly from ESCC to TU.

This program/agreement allows TU to offer students a cost-effective and convenient pathway to earn a four-year degree. DragonNext will also help to strengthen the educational partnership between the two institutions to support the broader educational needs of the area.

During their time in the DragonNext program at TU, students will be assigned an academic advisor who will work with them to ensure they are on track to complete their degree in a timely manner. This individual will also serve to provide guidance and offer support throughout their academic journey. Students will have access to all academic and career resources, regardless of their modality, which also includes networking events.

**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:

### INSTITUTION

Tiffin University is committed to keeping the requirements of a preferred partnership simple. Below are the preferred requirements that we ask of DragonNext partners.

#### **A. Eligibility Requirements:**

- Be regionally accredited
- Allow and promote on-campus visits from a TU representative to recruit your student body
- Be invited to special events on your campus that target your student body
- Be willing to collaborate with TU to plan events specifically for interested DragonNext students
- Provide a list of graduates at the end of each semester so that TU may reach out directly
- Build and maintain a webpage that promotes the partnership

- Comply with processes to submit a final official transcript at the time of degree conferral for TU records
- Tailored advising training

## STUDENT

### **A. Eligibility Requirements:**

ESCC associate degree students who are enrolled in one of TU's bachelor's degree programs are eligible for the DragonNext program. The ESCC student must have a cumulative 2.0 college GPA and a minimum of 12 transferrable credit hours to be eligible to apply and be admissible at TU, but only students with a conferred associate degree will be considered a DragonNext student.

### **B. Application Process:**

Students may apply and be admitted to the DragonNext program once they have completed 12 credit hours at ESCC and have a minimum of a 2.0 cumulative college GPA. The application for DragonNext can be found on TU's website, as well as ESCC's website. Students would begin the DragonNext program by applying for an associate degree at ESCC, while purposely planning to transfer to TU for a bachelor's degree completion. Once the student has earned their associate degree at ESCC, they will then be considered a DragonNext student and then they will start their undergraduate degree at TU. TU offers many modalities that a student can complete their degree (i.e. on-campus or online). DragonNext students can complete their degree in any of these modalities if the degree is offered in that format.

1. The TU application fee will be waived. A transcript consent form will be collected at the point of application at TU to allow necessary information to be shared between TU and ESCC when necessary. Once a student has completed their associate degree at ESCC, an official transcript will be sent to TU immediately on behalf of the student at no charge.
2. All ESCC courses in which the student receives a grade of "D-" 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 ESCC and TU transcripts as either ESCC or TU courses.
3. Neither party shall discriminate against DragonNext applicants based on race, color, religion, gender, sexual orientation, age, national origin or ancestry, genetic information, military status, or disability.

**B. DragonNext Enrollment:**

1. Upon starting classes at TU, the DragonNext student will be required to complete an orientation.

**C. Program Administration:**

1. DragonNext students will be coded and tracked in the Customer Relationship Management (CRM) system at TU and then also in the Student Information System within the Registrar's office upon enrollment. This will allow TU to track the number of students in this program. In addition, TU can share this information with ESCC at any point.
2. TU and ESCC 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 ESCC representatives will formally review this Agreement on an annual basis.
3. TU will send an annual report to ESCC on the number of DragonNext students enrolled at TU.
4. Marketing will be coordinated by the TU marketing team with ESCC. The marketing departments will work collectively together to make sure the message is consistent and that each institution knows what the other is doing to promote the DragonNext program. Furthermore, TU will provide ESCC with the collectively approved marketing collateral, webpage content, and agreed-upon DragonNext logo.
5. ESCC will work with TU to continue to coordinate efforts to promote this program. Joint efforts may include, but are not limited to attending fairs and other large events to ensure alignment when recruiting for the program to new and continuing students at ESCC.

**D. Student Conduct:**

1. Except as may be prohibited by law or by an applicable policy of a party to this Agreement, ESCC will notify TU of any financial, disciplinary, or academic actions that have been or are about to be taken against a DragonNext student. ESCC may take any of these actions on its own, and TU is not required to take similar action against a DragonNext 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 DragonNext student.

**F. Term and Termination:**

1. This Agreement will run for one year from the effective date and automatically terminate at the end of the said year if not renewed.
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, DragonNext students previously accepted or admitted to TU shall continue to receive the benefits contained within this Agreement until the student graduates or withdraws from the university.
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 Enrollment 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 written 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 concerning the subject matter hereof and supersedes all other agreements, understandings, communications, and promises of any kind, whether oral or written, between the parties concerning 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 ESCC and TU.
8. Facsimile Signatures. To interpret this Agreement, facsimile signatures shall be considered equivalent to original signatures.
9. 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.
10. Liability. Each party will be solely responsible for its negligent acts and omissions and those of its employees, agents, representatives, and assigns. Neither party shall be liable to the other party for indirect, consequential, incidental, special, or punitive damages or lost profits.
11. Non-Exclusivity. This Agreement is not exclusive, and either Party may enter into similar agreements with any other entity.
12. Governing Law. This Agreement shall be governed by and construed by the laws of Ohio applicable to contracts made and to be enforced wholly within Ohio.
13. Jurisdiction. The Parties to this Agreement each specifically consent to jurisdiction in a court of competent jurisdiction in Ohio in connection with any dispute between the Parties arising out of this Agreement or about the subject matter hereof.
14. Independent Contractors. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither Party shall make any commitment, or give the impression that it has the authority to make any commitment, on behalf of the other Party.
15. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder.

**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.

EDISON STATE COMMUNITY COLLEGE



Chris Spradlin, M.A.  
President

TIFFIN UNIVERSITY



Lillian Schumacher, Ed.D.  
President