



## **Dual Admission and Enrollment Agreement between Cuyahoga Community College and Baldwin Wallace College**

**THIS AGREEMENT** (the “Agreement”) is entered into as of this 30 day of June, 2008 (the “Effective Date”) by and between **Cuyahoga Community College District** (“CCC”), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and **Baldwin-Wallace College** (“B-W”), with an address at 275 Eastland Rd. Berea, Ohio 44017. CCC is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and B-W is an institution of higher education established pursuant to Ohio nonprofit corporation law.

### **BACKGROUND**

CCC and B-W desire to enter into a contract clarifying the status and treatment of students who choose to enroll at B-W while studying at CCC. The goal of the program (the “Dual Admission Program”) established by this Agreement is to recruit and enroll students (“Dual Admission Students”) to CCC and B-W, with the intent that students first complete the associate’s degree at CCC, while purposefully preparing for transfer to B-W to complete the bachelor’s degree. While enrolled at CCC, Dual Admission Students will have access to many services and programs at B-W that generally are not available until a student matriculates, and they may be eligible for special transfer scholarships once they complete their associate’s degree and enroll at B-W.

**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 directly out of high school or as college transfer students. In either case, students would begin the Dual Admission Program by completing an associate degree at CCC, while purposefully planning to transfer to B-W for bachelor degree completion. The Dual Admission Program requires that students be accepted by CCC, and also by Baldwin-Wallace.

1. A joint Dual Admission Program application will be available from the Admission Offices of both CCC and B-W. High School/CCC students who wish to participate in the Dual Admission Program should complete the Dual Admission Application and submit it to the Admission Office at CCC. High

school students will also need to complete the CCC application. The B-W application fee will be waived.

2. High school graduates with no college credit or less than 25 transferable college credits must meet all admission requirements for CCC and B-W. If a high school graduate does not initially meet admission requirements to B-W, but does meet admission requirements of CCC, the student may enroll at CCC and then reapply to the Dual Admission Program after completing 25 credits of CCC coursework.
3. Students applying to the Dual Admission Program who have more than 25 transferable CCC credits, and who have completed ENG1010, ENG1020 and MATH1200 with a minimum cumulative GPA of 2.5, will be accepted to the Dual Admission Program – subject to B-W’s admission policies applicable to applicants, in general. CCC and B-W will actively encourage all Dual Admission Program applicants to complete an associate degree prior to transfer to B-W.
4. As a part of the process of applying to the Dual Admission Program, applicants will sign an agreement to release student record information between CCC and B-W.
5. All CCC 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 B-W. If a student earns an AA, AS, or approved AAS or AAB degree from CCC, course credits for which the student earned grades of “D” or higher will transfer. Only courses earned at B-W will be used to calculate the cumulative GPA for B-W.
6. 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. CCC and B-W acknowledge that full-time CCC students may, under the CCC/B-W Cross Registration Agreement then in effect (if any), take one course at B-W during each Fall and Spring semester, at no additional charge beyond their CCC tuition. (Nothing contained in this Agreement extends or otherwise modifies any current or future CCC/B-W Cross Registration Agreement.)
2. Part-time Dual Admission Students may enroll in a maximum of four courses at B-W prior to transfer, no more than one course per semester, but must pay to B-W a discounted B-W tuition rate of 50%.
3. Academic advising of Dual Admission Students during their periods of enrollment at CCC will be made available at both B-W and CCC. To the extent not prohibited by law or CCC policy, CCC will provide B-W access to student records as needed so that baccalaureate program advising may take place.
4. B-W will provide Dual Admission Students access to B-W services including library privileges, notification of B-W campus events, invitations to participate in

career-oriented organizations, and other activities that would broaden their academic program.

**C. Program Administration**

1. Dual Admission Students will be coded and tracked in the Student Information Systems at both B-W and CCC.
2. B-W and CCC will each assign a representative to serve as a liaison and assure continued communication between the two institutions on matters related to this Agreement. B-W and CCC representatives will formally review this Agreement on an annual basis.
3. B-W and CCC will jointly hold a Dual Admission Program orientation 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 CCC and B-W counselors.
4. Except as may be prohibited by law or B-W policy, B-W will send an annual report to CCC on the progress of Dual Admission Students after their transfer to B-W. Except as may be prohibited by law or CCC policy, CCC will send B-W an annual report on the progress of CCC Dual Admission Students.
5. 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 Office of Admission at B-W and the Office of Public Affairs at CCC.

**D. Student Conduct**

1. Dual Admission Students will be subject to the policies and procedures of CCC, when participating in CCC programs or when present at CCC facilities. Dual Admission Students will also be subject to the policies and procedures of B-W, when participating in B-W programs or when present at B-W facilities.
2. Except as may be prohibited by law or by an applicable policy of a party to this agreement, B-W and CCC 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 Student. CCC and B-W 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. Dual Admission Students enrolling in B-W on a full-time basis with a cumulative grade point average of 3.0 will be eligible to receive Transfer Scholars Awards in amounts to be determined solely by B-W.
2. Subject to applicable law and any applicable policies of each institution, Dual Admission Students who wish to apply for financial will do so via CCC's Financial Aid Office for periods of part-time or full-time enrollment at Tri-C, and will apply for financial aid via B-W's Financial Aid Office for periods of part-time or full-time enrollment at B-W.

**F. Term and Termination.**

1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2013 academic term of CCC or of B-W (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 the termination notice will be of no effect.
3. Upon expiration or termination of this Agreement for any reason, Dual Admission Students previously accepted by or admitted to B-W 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 CCC, an additional copy addressed to "General Counsel."
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 CCC and B-W.
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 of the Effective Date.

**BALDWIN-WALLACE COLLEGE**

**CUYAHOGA COMMUNITY COLLEGE DISTRICT**

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Mary Lou Higgerson, Ph.D.  
Vice President, Academic Affairs

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Linda Simmons, Ed.D.  
Vice President, Academic Affairs