



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

THIS AGREEMENT (the "Agreement") is entered into as of this 17th day of August 2017 (the "Effective Date") by and between **Cuyahoga Community College District** ("Tri-C"), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878; and **Baldwin Wallace University** ("BW"), with an address at 275 Eastland Rd. Berea, Ohio 44017. Tri-C is an institution of higher education established pursuant to Section 3354 of the Ohio Revised Code, and BW is an institution of higher education established pursuant to Ohio nonprofit corporation law. Tri-C and BW (either or both) may hereinafter be referred to respectively as "Party" or "Parties") desire to enter into a contract according to the terms contained in this Agreement.

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

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 Tri-C, while purposefully planning to transfer to BW for bachelor degree completion. The Dual Admission Program requires that students be accepted by Tri-C, and also by Baldwin Wallace.

1. A joint Dual Admission Program application which has been approved by both

Parties will be available online or at the BW Admission Office. High School/Tri-C students who wish to participate in the Dual Admission Program should complete the Dual Admission Application and submit it to the Enrollment Center at Tri-C. All other transcripts and ACT/SAT test score reports should be submitted to the Office of the Registrar at Tri-C. High school students will also need to complete the Tri-C application. The BW 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 Tri-C and BW. If a high school graduate does not initially meet admission requirements to BW, but does meet admission requirements of Tri-C, the student may enroll at Tri-C and then reapply to the Dual Admission Program after completing 25 credits of Tri-C coursework.
3. Students applying to the Dual Admission Program who have more than 25 transferable Tri-C credits, and who have completed ENG1010, ENG1020 and MATH 1100, MATH 1190, MATH 1240 (Liberal Arts related majors), MATH 1370 (Education majors) or MATH 1470 (Business majors) with a minimum cumulative GPA of 2.5, will be accepted to the Dual Admission Program – subject to BW’s admission policies applicable to applicants, in general. Tri-C and BW will actively encourage all Dual Admission Program applicants to complete an associate degree prior to transfer to BW.
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 Tri-C and BW.
5. All Tri-C 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 BW. Only courses earned at BW will be used to calculate the cumulative GPA for BW.
6. As part of the A2BW Articulation Agreement, students who earn an Associate of Arts, Associate of Science, Associate of Applied Business or Associate of Applied Science degree and complete 24 transferable credits as part of the Ohio Transfer Module, will have met BW general education requirements (core curriculum), assuming appropriate math and English courses were completed in Associate degree program. Some BW programs may require that A2BW students complete additional core or major requirements beyond the minimum 62 credits (for example, athletic training, exercise science, conservatory of music majors, education majors, or other majors that may lead to professional certification or licensure). Students wishing to pursue majors in these areas should consult with a BW Dual Admission counselor to determine what Tri-C courses from the Ohio Transfer Module are appropriate choices for the intended major.
7. 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. Tri-C and BW acknowledge that full-time Tri-C students may, under the Tri-C/BW Cross Registration Agreement then in effect (if any), take one course at BW during each Fall and Spring semester, at no additional charge beyond their Tri-C tuition. (Nothing contained in this Agreement extends or otherwise modifies any current or future Tri-C/BW Cross Registration Agreement.)
2. Part-time Dual Admission students may participate in Concurrent Enrollment by enrolling in a maximum of four courses at BW prior to transfer, no more than one course per semester, but must pay to BW a discounted BW tuition rate of 50% unless participating in the Cross Registration Program.
3. Academic advising of Dual Admission Students during their periods of enrollment at Tri-C will be made available at both BW and Tri-C. To the extent not prohibited by law or Tri-C policy, Tri-C will provide BW access to student records as needed so that baccalaureate program advising may take place.
4. BW will provide Dual Admission Students access to BW services including library privileges, notification of BW 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 BW and Tri-C.
2. BW and Tri-C will each assign a representative to serve as a liaison and assure continued communication between the two institutions on matters related to this Agreement. BW and Tri-C representatives will formally review this Agreement on an annual basis.
3. All Dual Admission Students are required to attend a Dual Admission Orientation appointment with both a Tri-C and BW Counselor. The session will assist Dual Admission Students in understanding general education and remediation requirements and will acquaint them with services available to them at both institutions.
4. Except as may be prohibited by law or BW policy, BW will send an annual report to Tri-C on the progress of Dual Admission Students after their transfer to BW. Except as may be prohibited by law or Tri-C policy, Tri-C will send BW an annual report on the progress of Tri-C Dual Admission Students (see G.11, below).
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 BW and the Integrated Communications Department at Tri-C.

D. Student Conduct

1. Dual Admission Students will be subject to the policies and procedures of Tri-C, when participating in Tri-C programs or when present at Tri-C facilities. Dual Admission Students will also be subject to the policies and procedures of BW, when participating in BW programs or when present at BW facilities.
2. Except as may be prohibited by law or by an applicable policy of a Party to this agreement, BW and Tri-C 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. Tri-C and BW 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 BW 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 BW.
2. Subject to applicable law and any applicable policies of each institution, Dual Admission Students who wish to apply for financial aid will do so via Tri-C's Financial Aid Office for periods of part-time or full-time enrollment at Tri-C, and will apply for financial aid via BW's Financial Aid Office for periods of part-time or full-time enrollment at BW.

F. Term and Termination.

1. This Agreement will run from the Effective Date until the end of the last day of the Spring 2020 academic term of Tri-C or of BW (whichever comes last), at which time this Agreement will automatically expire unless extended in 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 BW 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 will be effective when received in accordance with this Section G(2) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either Party at the following address (or to such other address as such Party may substitute, by providing a written notice in the manner specified in this Section):

For Cuyahoga Community College:
Lisa Williams
Vice President, Learning and Engagement
700 Carnegie Avenue
Cleveland, OH 44115

For Baldwin Wallace University:
Stephen Stahl, Ph.D.
Provost
275 Eastland Road
Berea, OH 44017

With a copy to:
Office of General Counsel
Cuyahoga Community College
700 Carnegie Avenue
Cleveland, OH 44115

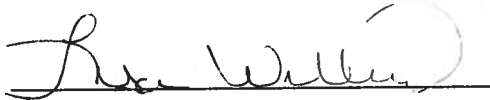
3. Waivers and Amendments. The waiver by either Party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended 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 Tri-C and BW.

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.
10. 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, religion, disability, age, national origin, or ancestry, genetic information, military status, sexual orientation, gender identity and expression, veteran status, pregnancy or color.
11. Data Exchange. The Parties shall exchange information regarding student success related to this Agreement. Tri-C will provide upon request a directory list of graduates from Tri-C following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. BW will provide Tri-C with information regarding the success of students transferring to BW while utilizing the benefits of this Agreement. BW will participate in exchange of information with Tri-C in all aspects of the College's Reverse Transfer Initiative in respect to this Agreement, as well as, any Ohio Department of Higher Education's Reverse Transfer Initiative that may be implemented on a statewide basis.
12. Marketing. All promotion and advertising of the Articulation of the Agreement must conform to the statement approved by Tri-C's Integrated Communications Department, (see Attachment A).

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.

CUYAHOGA COMMUNITY COLLEGE:

BALDWIN WALLACE UNIVERSITY:

A handwritten signature in black ink, appearing to read "Lisa Williams", written over a horizontal line.

Lisa Williams
Vice President, Learning and Engagement

A handwritten signature in blue ink, appearing to read "Stephen D. Stahl", written over a horizontal line.

Stephen D. Stahl, Ph.D.
Provost

ATTACHMENT A

To The
Articulation Agreement Dated August 17, 2017
By and Between
Cuyahoga Community College District
And
Baldwin Wallace University

Marketing and Advertising Restrictions

Promotion of Partnership to Domestic and International Students

In order for Cuyahoga Community College and Baldwin Wallace 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 the College 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.

Marketing Contacts:

Cuyahoga Community College District:

Eric Wheeler
Director, Creative Services
Integrated Communications Department
Cuyahoga Community College
Jerry Sue Thornton Center
2500 E. 22nd Street
Cleveland, Ohio 44115
P: 216-987-3517
F: 216-987-4806

Baldwin Wallace University:

Office of University Relations
Baldwin Wallace University
275 Eastland Road
Berea, OH 44107
P: 440-826-2325

ATTACHMENT B
To The
Dual Admission and Enrollment Program Agreement Dated August 17, 2017
By and Between
Cuyahoga Community College District
And
Baldwin Wallace University

Articulation Criteria and Benefits

1. ***The articulation criteria (“Articulation Criteria”) are:***

- Students with fewer than 25 semester hours encouraged to apply. Students with more than 25 semester hours will be considered on a case by case basis.
- Dual Admission candidates are encouraged to complete an associate degree at Tri-C
- Students must complete:
 - minimum of 25 transferable Tri-C credits prior to enrolling at BW
 - have a minimum cumulative GPA of 2.5
 - have completed English 1010 and 1020 and Mathematics appropriate to major

2. ***The articulation benefits (“Articulation Benefits”) are:***

- Guaranteed acceptance to BW
- Access to counselors and advisors at both Tri-C and BW
- Transfer to BW with junior-level standing if 57 semester hours are earned
- Full time Tri-C students can enroll in one class each fall and spring (maximum of 4) at BW and pay the Tri-C tuition rate for the courses they take at BW.
- Enrolled Dual Admission students will have access to the BW library, computer labs, career services, internship opportunities, recreational facilities, access to the BW portal, campus events and other academic program activities.