

**Dual Admission Program Agreement  
By and Between  
Cuyahoga Community College District  
and  
Baldwin Wallace University**

**THIS ARTICULATION AGREEMENT** (the "Agreement") is entered into on this 15<sup>th</sup> day of June, 2021 (the "Effective Date") by and between Cuyahoga Community College District (the College), with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115-2878, and Baldwin Wallace University (BW) with an address at 275 Eastland Road, Berea, OH 44017. The College and BW are institutions of higher education established pursuant to Section 3354 and BW is an institution of higher education established pursuant to Ohio nonprofit corporation law. The College and BW (either or both of which may hereinafter be referred to respectively as "Party" or "Parties") desire to enter into a contract pursuant to which students of the College would be eligible for articulated course credits at BW, according to the terms contained in this Agreement.

**BACKGROUND**

The College and BW desire to enter into a contract clarifying the status and treatment of students who choose to enroll at BW while also studying at the College. The goal of the Dual Admission and Enrollment Program (the "Program") established by this Agreement is to recruit and enroll Dual Admission Students ("students") to the College and BW, with the intent that the students first complete an Associate degree at the College, while purposefully preparing to complete a Bachelor degree at BW. While enrolled at the College, students will have access to many services and programs at BW that generally are not available until they matriculate to BW, and they may be eligible for BW transfer scholarships after they complete their Associate degree at the College 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 Program directly out of high school or as college transfer students. In either case, students would begin the Program by completing an Associate degree at the College, while purposefully planning to transfer to BW for Bachelor degree completion. The Program requires that students be accepted by both the College and BW.

1. Process: The Program application will be available on Tri-C's website on the Dual Admission/Enrollment landing page for current Tri-C students or those who have been admitted to Tri-C and wish to participate in the Program. There is no application fee.

2. Eligibility/Criteria: See Attachment A.
3. As part of the process of applying to the Program, students will sign an agreement to release their student record information between the College and BW.
4. All general education and other non-developmental courses of the College for which the student receives a grade of C or better will transfer to and will be applied toward fulfilling Bachelor degree requirements at BW. Only courses completed at BW will be used to calculate the cumulative GPA for BW.

**B. Program Enrollment**

1. To help ensure a seamless transfer, academic advisors from BW will work with The College's counseling faculty to advise students and the Transfer Centers to conduct appointments with Program students and candidates. All Program students will be advised so as to be able to complete their Associate degree prior to transfer while simultaneously completing BW Bachelor degree requirements.
2. Students of the College who are dually admitted will receive a BW identification card and may be entitled to all facilities and services offered to BW's regularly admitted students. These may include but are not limited to access to BW's libraries, career services, wellness center, recreation centers, computer labs, sporting events, parking, email and internet access.

**C. Program Administration**

1. The College will provide one comprehensive Dual Admission application for all partners. The Registrar's Office will exchange application materials and supporting documents (Tri-C and high school transcripts and test scores if applicable) with the designated representative at BW within 10 business days of receipt via an electronic platform. BW may also choose to utilize a supplemental application in order to collect additional information.
2. Dual Admission Students will be coded and tracked in the student information systems at both BW and the College. BW will notify the College of Program admission decisions. BW will provide a student status report including graduated and inactive students to the College at the completion of each semester. The parties shall exchange transcripts each semester for program students as well as sharing annual information regarding student success related to this Agreement.
3. The College will, upon receiving written request, provide to BW a directory list of graduates from the College following each graduation while complying with the Family Educational Rights and Privacy Act, Gramm-Leach-Bliley Act of 1999. BW will send an annual report to the College on the progress of Program students after they transfer to BW, except as may be prohibited by law or BW policy.

4. BW and the College will each assign a representative to serve as a liaison and will assure continued communication between the two institutions on matters related to students.
5. Representatives of BW and of the College will formally review this Agreement on an annual basis.
6. BW and the College will hold a Program orientation prior to the beginning of each academic term. This orientation may be virtual or in person and may be replaced with literature or a phone conversation. The orientation will assist Program students in understanding general education and developmental requirements and will acquaint them with services available to them at both institutions. It will also enable them to meet with the College's Counselors and BW's Transfer Advisors.
7. Program students will not be assessed a transcript request fee for transcripts issued for the administration of the Program.
8. All promotion and advertising of the Agreement must conform to the statement approved by the College's Integrated Communications Department and the Office of University Relations at BW (see Attachment B).
9. 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. Program students will be subject to the policies and procedures of the College, when participating in programs of the College or when present at facilities of the College. Program 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 the College will each promptly notify the other of any financial, disciplinary, or academic actions that have been or are about to be taken against a Program student. The College and BW may take any of these actions on their own, and the other Party is not required to take similar action against a 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 Program student.

**E. Financial Aid and Scholarships**

1. Subject to applicable law and any applicable policies of each institution, Program students who wish to apply for financial aid will do so via the College's Financial

Aid Office for periods of part-time or full-time enrollment at the College, 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 2025 academic term of the College or of BW (whichever comes later), 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* 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, Program 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 shall be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either Party at its address first set forth above with, in the case of the College, an additional copy addressed to "Office of General Counsel".

**For Cuyahoga Community College District: For Baldwin Wallace University:**

Lindsay S. English, Ph.D.  
Vice President for Learning and  
Engagement  
700 Carnegie Avenue  
Cleveland, Ohio 44115

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 writing signed by both Parties.
4. Survival. Section 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 the College 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 opportunity 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 action (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, sexual orientation, religion, disability, age, national origin or ancestry, genetic information, military status, gender identity and expression, veteran status, pregnancy, or color.

**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 DISTRICT:      BALDWIN WALLACE UNIVERSITY:**

\_\_\_\_\_  
Lindsay S. English  
Vice President, Learning and Engagement

\_\_\_\_\_  
Stephen Stahl  
Provost

Signatures on file

**Attachment A**  
**to the**  
**Dual Admission and Enrollment Program Agreement**  
**Dated June 15, 2021**  
**By and Between**  
**Cuyahoga Community College District**  
**and**  
**Baldwin Wallace University**

**Dual Admission and Enrollment Program Eligibility/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 prior to transfer
- 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, recreational facilities, access to the BW portal, campus events and other academic program activities.

**3.     *The A2BW Articulation Agreement benefits (applicable to Dual admission students) are:***

- 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 36 (formerly 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 60 credits (for example, athletic training, engineering, exercise science, 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 36 are appropriate choices for the intended major.

### ***Financial Aid and Scholarships***

- Dual Admission students enrolling in BW on a full-time basis will be considered for merit scholarship monies in amounts to be determined solely by BW.
- Subject to applicable law and any applicable policies of each institution, Dual Admission Students who wish to apply for financial aid can only do so at one institution at a time. Students should apply for financial aid via Tri-C's Financial Aid Office until obtaining an associate's degree, earning 60 credit hours or transferring to BW. Once a student has transferred to BW, they will apply for financial aid via BW's Financial Aid Office for periods of part-time or full-time enrollment at BW.



**Attachment B**  
**to the**  
**Dual Admission and Enrollment Program Agreement**  
**Dated June 15, 2021**  
**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 BW 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:

Dan Karp  
Assistant Vice President  
Office of University Relations  
Baldwin Wallace University  
275 Eastland Road  
Berea, OH 44017  
P: 440-826-2325

**Attachment C**  
**to the**  
**Dual Admission and Enrollment Program Agreement**  
**Dated June 15, 2021**  
**By and Between**  
**Cuyahoga Community College District**  
**and**  
**Baldwin Wallace University**

**Dual Admission Partner Process**

**Tri-C**

- Provide one online application on Dual Admission webpage <https://www.tri-c.edu/transfer/transfer-resources/dual-admission.html>
- Registrar receives application
  - Registrar processes application, adds attribute code in Banner, and sends materials (application, Tri-C transcript, HS transcript/test scores if available) to partner school. As a part of application process, students are required to sign agreement allowing for information sharing between institutions
  - Registrar will send official Tri-C transcript to partner school after each fall, spring, summer semester (within 30 days of end of semester) for active Program students
- Provide a process for self-withdrawal for Dual Program and notify BW of withdrawal.
- Transfer Centers will act as point of contact for student questions (each campus will be assigned as point of contact for designated partner schools)

**Baldwin Wallace University**

- Designate a contact person to receive applications and supporting documents
- Provide a contact person to receive and send status reports and transcripts
- Provide clear admission requirements
- Provide a timeline for admission decisions
- Review applications, make admission decisions, and notify students of admission decisions
- Notify student if additional information is needed to make decision
- Inform Tri-C of accepted/denied students
- Provide steps to enroll in courses at partner school
- Submit status report to Tri-C each semester within 30 days of end of each fall, spring, summer semester (to include active/inactive Program students and official transcripts for students who have completed coursework)
- Students wishing to withdraw must work with the office of Admission for processing.
- It is highly recommended to provide a dual admission orientation of some sort (group or individual)
- Provide a general transfer guide or equivalency materials or links