

**GUARANTEED ADMISSION AGREEMENT
BETWEEN
WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
ON BEHALF OF
WEST VIRGINIA UNIVERSITY
AND
COMMUNITY COLLEGE OF BALTIMORE COUNTY**

THIS GUARANTEED ADMISSION AGREEMENT, is made and entered into on this January 9, 2017, by and between West Virginia University Board of Governors on behalf of West Virginia University (hereinafter referred to as “WVU”) and Community College of Baltimore County (hereinafter referred to as “Affiliate”).

I. PURPOSE

These guidelines are designed to facilitate and coordinate the articulation transfer processes and procedures, enhance advising, and promote the acceptance of equivalent courses/credits between WVU and Affiliate allowing for an efficient and effective transition from an Associate’s degree to a Baccalaureate degree.

II. ELEMENTS OF THE AGREEMENT

A. Admissions Practices

1. WVU encourages applications from articulating Affiliate students who wish to pursue a baccalaureate degree program at WVU (post AA or AS).
2. Articulating Affiliate students who graduate with an AA or an AS degree and have a transferable GPA of at least 2.0 and are in good standing are guaranteed admission to WVU. Guaranteed admission to WVU does not mean such students are guaranteed admission to their articulated majors without satisfying the WVU major criteria.
3. Students transferring from Affiliate to specific WVU programs must meet the same prerequisites, grade point average (GPA) and other admission criteria, as other native or transfer students applying to WVU programs.
4. International students from countries where the native language is not English must have a minimum TOEFL score of five hundred (500) (paper based), IBT TOEFL sixty-one (61) and IELTS 6.0.

B. Acceptance and Application of Credits

1. General Education – Transcripts of students completing an AA or an AS at Affiliate will be reviewed by WVU to determine which of the general education requirements are met.
2. Transferring Affiliate applicants must follow all course hierarchies and meet all listed course and GPA requirements, as outlined by the approved WVU articulation pathway, for acceptance into their intended program. The ALEKS Math Assessment may be required for certain major specific courses, e.g. MATH or CHEM. Further information is included in the advising sheets specific to those majors.
3. College level course credits and grades accepted by WVU are transferrable. Grades of F, I, or U will be considered failing grades generating 0.0 points in the incoming/starting WVU CGPA calculation.
4. WVU will evaluate courses/credits earned through Advanced Placement (AP), College-Level Examination Program (CLEP), and International Baccalaureate (IB) programs. WVU also reserves the right to evaluate courses/credits earned at non-TES (Transfer Equivalency System) institutions. Credit is not guaranteed for these sources and will be reviewed for credit consistent with WVU's standards and pre-established course equivalencies.
5. WVU will maintain course equivalency information and make this information readily available to Affiliate.
6. All credits and grades accepted as transfer credit will be used in the calculation of the cumulative grade point average and total attempted/earned credits. Transfer credits from community colleges and junior colleges are limited to seventy-two (72) hours of lower-division courses. Students articulating from Affiliate will be required to complete their final thirty (30) credit hours at WVU (in residence).

C. Update/Report/Relationship

WVU and Affiliate agree to review the agreement and relevant transfer course equivalencies annually. Affiliate will designate an individual to serve as liaison for the purposes of monitoring this agreement.

D. Amendments and Term of Effect

1. The curriculum transfer guides in effect at the time a student first enrolls at Affiliate will be honored by WVU if the student completes an AA or an AS degree and successfully transfers to WVU within four (4) years of that first enrollment at Affiliate.

2. All course-by-course transfer guides may be amended as needed.
3. This memorandum of understanding will remain in effect for four (4) years from signing, and may be renewed upon mutual written agreement of the parties unless terminated sooner.
4. Either party may terminate this memorandum of understanding with or without cause upon written notice to the other party of an intention to terminate. Such notice will be effective only if given one hundred eighty (180) days prior to the intended date of termination. In the event that this agreement is terminated, the terms of the agreement contained herein will remain in effect for the Affiliate students accepted prior to the date of termination notice.

E. Miscellaneous

1. Nondiscrimination. The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, and national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act. AIFS understands that Affiliated Institution students are protected by Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990.
2. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.
3. Liability. Each party agrees that it shall be responsible for all demands, claims, damages to persons and/or property, losses or liabilities, including reasonable attorney fees arising out of or caused by the party's negligence or intentional misconduct, if assessed by a court of competent jurisdiction to be the responsibility of that party.
4. Severability. If any portion of this Agreement shall for any reason be invalid, illegal, unenforceable, or otherwise inoperative, the valid and enforceable provisions will continue to be given effect and to bind the parties.
5. Use of Name. Neither party shall use the name or logo of the other party or their trade, assumed, or true names in any advertising, promotional, or other materials in any form of media without the prior written consent of that party. Requests to use WVU's name or logo should be sent to the Director of Trademark Licensing at trademarklicensing@mail.wvu.edu.
6. Entire Agreement. All "pathway", "suggested plan of study", or other agreements pertaining to the courses to be taken in relation to the transfer process contemplated

herein are incorporated herein by reference. Otherwise, this Agreement contains the entire agreement of the parties as to this subject matter and supersedes any previous oral or written negotiations and/or agreement.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. Facsimile or scanned images of signatures upon this Agreement shall be binding on the party so signing as if an original signature and shall have the full force and effect thereof.
8. Assignment. This Agreement may not be assigned by either party without prior written notice to the other parties hereto.
9. Modifications. This Agreement may be modified at any time upon mutual consent in writing of the parties signed by all the parties hereto. Any proposed change must be made in writing, delivered in person or by registered mail to the other party.
10. FERPA. Affiliate acknowledges that students' educational records are protected by the Family Educational Rights and Privacy Act ("FERPA" 34 CFR § 99.33(a)(2)) and that, in most instances, student permission must be obtained before releasing specific student data to anyone other than WVU. To the extent that Affiliate receives from WVU personally identifiable information from educational records as defined in FERPA, Affiliate agrees to abide by the limitation on re-disclosure set forth in FERPA, which states that the officers, employees, and agents of a party that receives education record information from WVU may use the information, but only for the purposes for which the disclosure was made. WVU agrees to provide guidance to Affiliate with respect to complying with FERPA.