

**MEMORANDUM OF UNDERSTANDING**  
**By and Between**  
**The West Virginia University Board of Governors**  
**and**  
**The West Virginia University at Parkersburg Board of Governors**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is made by and between the West Virginia University Board of Governors on behalf of West Virginia University (hereinafter collectively referred to as “WVU”) and the West Virginia University at Parkersburg Board of Governors on behalf of West Virginia University at Parkersburg (hereinafter collectively referred to as “Parkersburg”).

**WHEREAS**, from 1971 till 1989 West Virginia University at Parkersburg was formerly known as the Parkersburg Community College; and

**WHEREAS**, in 1989 Parkersburg Community College became a regional campus of West Virginia University and was renamed, “West Virginia University at Parkersburg”; and

**WHEREAS**, at that time the institution was placed under the jurisdiction of the West Virginia Board of Trustees which ultimately became the West Virginia University Board of Governors; and

**WHEREAS**, in 2004, the Council for Community and Technical College Education was granted oversight of West Virginia University at Parkersburg; and

**WHEREAS**, effective July 1, 2008, Parkersburg, a former regional campus of WVU, became an Independent Community and Technical College separate and apart from WVU with its own Board of Governors under the jurisdiction of the West Virginia Council for Community and Technical College Education;

**WHEREAS**, each institution has, in the past, prospered as a result of long standing ties to the other institution;

**WHEREAS**, to the extent possible, WVU and Parkersburg strongly desire to maintain and cultivate a mutually beneficial relationship;

**WHEREAS**, this MOU outlines a broad based agreement between WVU and Parkersburg to cooperatively and collaboratively promote successful and independent educational experiences for the students who attend each institution;

**WHEREAS**, WVU and Parkersburg enter into this MOU to establish a more formal relationship through which Parkersburg, as an affiliated institution, will become the exclusive platform for WVU to deliver educational services to the Mid-Ohio Valley of West Virginia; thus allowing each institution to better serve their respective communities and, most importantly, the citizenry of West Virginia.

**WHEREFORE**, the following understandings will guide this effort, until modified or amended:

## **I. Purpose and Goals**

Through this relationship, WVU and Parkersburg will cooperate to promote successful educational experiences for students who wish to attend both institutions.

The goals of this relationship are to:

- a) Improve student access and success to the respective institutions;
- b) Expand student options for college-level services and curriculum;
- c) Improve academic program articulation; and
- d) Use resources at both institutions more efficiently and effectively.

## **II. Legal Status of Institutions**

The parties agree and acknowledge that effective July 1, 2008, WVU and Parkersburg became separate institutions of higher education each with its own statutorily created Board of Governors. The respective governing boards of WVU and Parkersburg are charged with the mission of general supervision and control over the academic and business affairs of their separate institutions. Nothing contained herein, is intended to circumvent in any way the legal separation of WVU and Parkersburg; nor is anything contained herein intended to in any way thwart the statutory authority of the governing boards of WVU or Parkersburg.

## **III. Policies and Procedures**

As applicable to facilitate collaborative efforts between the institutions, Parkersburg will continue to be guided by WVU procedures and practices to the extent that such procedures and practices are consistent with policies formally adopted by the West Virginia University at Parkersburg Board of Governors.

Furthermore, Parkersburg acknowledges and agrees that any policy, procedure or practice adopted by Parkersburg that require modification, upgrade, or accommodation by WVU may require additional funding to support and implement said modification or accommodation. Parkersburg shall pay the total costs of any system modification, upgrade, or accommodation that is needed for WVU to conform to any Parkersburg policy, procedure or practice that is different from any WVU policy, procedure or practice. With advance notice, and to the extent possible, WVU will provide to Parkersburg an estimated cost analysis of any necessary modification, upgrade, or accommodation. In the event that Parkersburg requires a modification, upgrade, or accommodation that, in WVU's sole discretion, is cost prohibitive Parkersburg shall relieve WVU of any obligation, if any, to modify, upgrade, or accommodate.

#### **IV. Assets, Liabilities, and Services**

A. **Assets.** Parkersburg acknowledges acceptance of those two (2) certain deeds for real property previously conveyed by WVU to Parkersburg for real estate in Wood County, consisting of the main Parkersburg campus and surrounding parcels, and a parcel of real estate in Jackson County, WV, which comprises the Parkersburg satellite campus.

B. **Liabilities.** Parkersburg agrees to be responsible for all ongoing routine liabilities. Additionally, by virtue of its inclusion in the WVU Siemens performance contract, Parkersburg agrees that is responsible for any outstanding liabilities associated therewith.

#### **C. Services.**

1. WVU agrees to provide Parkersburg administrative and support services which may include, but are not limited to, the following areas: human resources, finance, facilities and services, budget and treasury services, technology, student service, academic support, institutional relations and social justice. In exchange for administrative and support services to be agreed to in writing, Parkersburg agrees to annually pay WVU a reasonable, customary market value fee for services. Unless already agreed to herein, as the parties agree on specific areas of administrative and support services, the parties will articulate the terms in writing.
2. Parkersburg agrees to provide to WVU certain services which may include, but are not limited to, facilities usage, staff support and technical services for WVU educational programs and activities on the Parkersburg campus. In exchange for facilities usage, staff support and technical services to be agreed to in writing, WVU agrees to annually pay Parkersburg a reasonable, customary market value fee for such services.
3. Any and all disputes relating the division of assets and liabilities or to the services contemplated herein shall be resolved as set forth in W.Va. Code §18B-2A-7a(f) and in W.Va. Code §18B-3C-12(d).

D. In light of the separate legal status of the institutions, legal services will not be available through the WVU Office of the Vice President for Legal Affairs and General Counsel; therefore, it is understood by the parties that Parkersburg will avail itself of legal services as it deems appropriate.

#### **V. Family Educational Rights and Privacy Act (FERPA)**

From time to time, it may become necessary for each institution to disclose personally identifiable information from education records of its respective past and current students; as such, each institution agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) ) and with the terms set forth herein. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from an education institution may use the information, but only for the purposes for which the disclosure was made.

**VI. Program Articulation**

A. WVU and Parkersburg may from time to time enter into separate agreements to offer joint academic programs for the respective students at each institution (“Partnership Programs”)

B. The management of the Partnership Programs and resulting articulation agreements between the two institutions will be coordinated through the respective Office of Academic Affairs at each institution.

C. Issues relating to articulation, class content, or other curricular matters will be resolved by the Chief Academic Officers or their designees at each institution.

**VII. Student Recruitment, Registration and Records**

A. Recruitment of its respective students will be the sole responsibility of each institution; however, to the extent possible, WVU and Parkersburg may agree and articulate in writing a process by which the institutions will share data related to prospective students.

B. Students may be admitted through a joint admission process agreed to and articulated in writing by the appropriate office at each institution.

C. Unless otherwise agreed to, students will register for courses through the regular registration processes at each institution.

D. Unless otherwise agreed to, each institution, through its appropriate offices, will be responsible for maintaining student records for students for coursework taken at the respective institutions.

E. Subject to Section V, the institutions, to the extent necessary, may share student records.

F. WVU and Parkersburg will work together to facilitate the transfer of students in associate degree programs to WVU.

**VIII. Marketing**

Joint promotional plans and materials, if any, will be subject to prior written approval by each institution.

**IX. Use of WVU Trademarks**

Each institution anticipates that Parkersburg will continue to be a positive representation of WVU, proudly displaying the designs, trade names, trademarks, and service marks (hereinafter called "Indicia"), which have come to be associated in the public mind with WVU. Nevertheless, in order for WVU to properly manage and, as necessary, defend its Indicia, WVU and Parkersburg agree to, in good faith, enter into a formal Trademark License Agreement.

**X. Assignment of Rights, Interests, or Benefits to Contract or the like.**

In addition to any fee stipulated herein, or later agreed to by the parties, Parkersburg agrees to assume all costs related to the assignment or transfer of any right, interest or benefit currently contracted for by WVU and currently in effect, which is determined by Parkersburg to fall within the scope of this Memorandum of Understanding. Furthermore, Parkersburg agrees, acknowledges, and recognizes that because of factors beyond the control of WVU, certain rights, interests, or benefits contained in certain contracts, or the like, may not be assigned or transferred.

**XI. Term and Termination**

A. The effective date of this Agreement shall be the date of signing and shall remain in full force and effect unless otherwise terminated as follows:

- 1) by mutual agreement;
- 2) by either institution upon at least one (1) year written notice to the other institution; or
- 3) by operation of law.

B. This agreement shall not create any rights in any third parties, specifically any students at either of the respective institutions. The only parties to this agreement are WVU and Parkersburg.

C. Amendment or modification to this agreement must be in writing and approved by the President of each institution.

[Signatures to Appear on the Following Page]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date of the signatures of their duly authorized representatives.

**West Virginia University Board of Governors,  
on behalf of West Virginia University**

\_\_\_\_\_  
President  
West Virginia University

\_\_\_\_\_  
Date

**West Virginia University at Parkersburg  
Board of Governors, on behalf of  
West Virginia University at Parkersburg**

\_\_\_\_\_  
President  
West Virginia University at Parkersburg

\_\_\_\_\_  
Date

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