



Title: #VI-11C. Tuition Reciprocity with Washington State Community College

Date: July 1, 2009 (replaces version dated July 1, 2007)

This Tuition Reciprocity Agreement is entered into between the Chancellor of the Ohio Board of Regents, the West Virginia Higher Education Policy Commission, the West Virginia Council for Community and Technical College Education, West Virginia University at Morgantown, West Virginia University at Parkersburg, and Washington State Community College, pursuant to the provisions of Section 3333.17 of the Ohio Revised Code, Section 18B-4-3 of the West Virginia Code and in compliance with rules and procedures of the aforementioned Parties.

I. Purpose

The purposes of this Tuition Reciprocity Agreement are to continue to improve the educational opportunities available in the greater Marietta-Parkersburg Metropolitan Statistical Area (MSA) and to minimize the cost of such improvements for the taxpayers and legislative bodies of both states by cooperative planning and joint educational effort. In addition to increasing student choice and enhancing the academic quality of the participating institutions, this Tuition Reciprocity Agreement aims to minimize costly duplication of education programs, promote the maximum use of existing educational facilities, and address the increasing problems of enrollment fluctuation and fiscal constraints in the greater Marietta-Parkersburg area.

II. Terms

1. Duration and Termination

The Agreement shall be effective beginning July 1, 2009 through June 30, 2011 and may be renewed prior to June 30, 2011 by mutual consent of all of the Parties for a period of two years. As the Agreements must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for the term of July 1, 2011 to June 30, 2013.

- a. All parties agree to meet regularly to discuss expansion of the agreement prior to June 30, 2011. Regular meetings for that purpose will be coordinated by the Chancellor of the Ohio Board of Regents, the West Virginia Higher Education Policy Commission, and the West Virginia Council for Community and Technical College Education.

The Agreement may be amended through mutual consent of all Parties, providing the amendment is in writing and signed by all Parties to the Agreement prior to the effective date of the amendment.

- a. The Parties may amend the Agreement in the following manner. Amendments must be presented to each of the Parties of this Agreement for their consideration. Each Party of this Agreement will then have sixty (60) days to respond in writing with a decision as to whether they approve/disapprove the proposed amendment to the Agreement. The responses will be sent to all Parties in the Agreement. After sixty (60) days, if all Parties approve of the proposed amendment, the Agreement will be amended. If all Parties do not approve, the Agreement will not be amended.

A review of this Agreement may occur from time to time at the request of any Party hereto, provided all Parties to this Agreement are served with written notice of such request at least ninety (90) days prior to said review.

This Agreement may be terminated by any of the participating institutions, the Chancellor of the Ohio Board of Regents, the West Virginia Higher Education Policy Commission, or West Virginia Council for Community and Technical College Education on June 30 of any year, with at least ninety (90) days prior written notice to each of the Parties to this Agreement.

2. West Virginia Residents' Eligibility for Ohio Programs

Washington State Community College agrees to accept at Ohio resident tuition rates, any resident of Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, and Wood counties of West Virginia who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Washington State Community College in the programs not specifically excluded from this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

The following associate-level programs are included in this Agreement:

American Sign Language Interpretation
Diesel Truck Systems Technology
Medical Laboratory Technology
Industrial Technology
Respiratory Therapy Technology
Radiologic Technology
Physical Therapist Assistant Technology

3. Ohio Residents' Eligibility for West Virginia Programs

West Virginia University at Morgantown and West Virginia University at Parkersburg agree to accept at West Virginia resident tuition rates, any resident of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at West Virginia University at Morgantown or West Virginia University at Parkersburg in the programs specifically included in this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

The following baccalaureate degree programs available on the WVU at Morgantown campus are included in this Agreement:

School of Physical Education:

Athletic Coaching Education (B.S.P.Ed.)

Sport and Exercise Psychology (B.S.P.Ed.)

College of Engineering and Mineral Resources:

Mining Engineering (B.S.Min.E.)

Petroleum and Natural Gas Engineering (B.S.PNGE.)

Davis College of Agriculture, Forestry and Consumer Sciences:

Agricultural & Extension Education (BS Agr)

Animal & Nutritional Sciences (BS/BS Agr)

Human Nutrition & Food (BS)

Biochemistry (BS)

Forest Resource Management (BS Forestry)

Agronomy (BS/BS Agr)

Environmental Protection (BS/BS Agr)

Horticulture (BS/BS Agr)

Basic Sciences (BS/BS Agr)

Recreation, Parks, & Tourism Resources (BS Recreation)

Environmental & Natural Resource Economics (BS/BS Agr)

Agribusiness Management & Rural Development (BS/BS Agr)

Wildlife & Fisheries Resources (BS)

Wood Science & Technology (BS)

The following baccalaureate degree programs available on the WVU at Parkersburg campus are included in this Agreement:

WVU at Parkersburg degree programs:

Bachelor of Applied Science

Bachelor of Science in Business Administration

Bachelor of Arts in Elementary Education

Bachelor of Applied Technology

Regents Bachelor of Arts

WVU at Parkersburg Associate and Certificate programs:

Governors Associate of Applied Science

Industrial Maintenance Technology

Multicraft Technician

Surgical Technology Certificate Program

Technical Studies

Welding Technology

Welding Management Technology

4. New Program Eligibility

Any new program may be included in this Agreement upon successful completion of the Agreement's amendment process, as listed above. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

5. Resident Status

- a. During the period of the Agreement, the Chancellor of the Ohio Board of Regents will consider residents of residents of Jackson, Pleasants, Ritchie, Roane, Tyler, Wirt, and Wood counties in West Virginia, who attend Washington State Community College under this Agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to Washington State Community College.
- b. During the period of this Agreement, the West Virginia Higher Education Policy Commission West Virginia Council for Community and Technical College Education, and participating institutions will consider residents of Ohio who attend West Virginia University at Morgantown and West Virginia University at Parkersburg under this Agreement as qualifying for West Virginia resident tuition rates.

6. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing standards and criteria of his/her institution, will continue to receive reciprocity benefits under this Agreement through graduation for the degree in which enrolled, as long as a reciprocity agreement exists. Student participation is subject to the terms and conditions of the reciprocity agreement in effect at the time of initial enrollment, and, in the event of termination, each student will be informed by

the enrolling institutions of his/her future status. If the Agreement is terminated, participating institutions may agree at that time to continue tuition reciprocity for students appropriately enrolled in eligible programs at the time of termination until the completion of their programs of study, subject to the biennial limitations as described in paragraph II.1.

7. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Washington State Community College, West Virginia University at Morgantown and West Virginia University at Parkersburg by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must apply for such rates at the institution where they plan to enroll. Failure to apply in the manner required by each institution and in advance of enrollment will constitute a waiver of all rights under the terms of this agreement for that quarter or semester of enrollment and any preceding quarter or semester of enrollment for which no application was made. Each institution will develop a process for applicants to use in order to apply for resident tuition rates under this agreement.

8. Annual Report

By June 30 of each year, Washington State Community College, West Virginia University at Morgantown and West Virginia University at Parkersburg agree to provide annual reports on the enrollment and fiscal implications of the Agreement to the other respective institutions, the Chancellor of the Ohio Board of Regents, the West Virginia Council for Community and Technical College Education and the West Virginia Higher Education Policy Commission. Specific forms for the annual report may be prescribed by the state agencies.

III. Approval

This Agreement is not effective unless and until approved by the Chancellor of the Ohio Board of Regents pursuant to Section 3333.17 of the Ohio Revised Code, and pursuant to Section 18B-4-3 of the West Virginia Code, the West Virginia Higher Education Policy Commission and the West Virginia Council for Community & Technical College Education.

IV. Counterparts

This Agreement may be executed in counterparts, each counterpart agreement shall be deemed an original and all of which together shall constitute one in the same instrument.