Title:  #VI-11C. Tuition Reciprocity Agreement

Date:  July 1, 2015

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, Belmont College, Eastern Gateway Community College, Washington State Community College, West Virginia Northern Community College, West Virginia University and West Virginia University at Parkersburg 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 general purpose of this Tuition Reciprocity Agreement is to expand postsecondary educational opportunities in the region while limiting the cost of such expansion to the taxpayers of Ohio and West Virginia through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of this region without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources.

II. Terms

1. Duration and Termination

The Agreement shall be effective beginning July 1, 2015 through June 30, 2017 and may be renewed prior to June 30, 2017 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, 2017 to June 30, 2019.

   a. All parties agree to meet regularly to discuss expansion of the agreement prior to June 30, 2017. 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

Belmont College, Eastern Gateway Community College and Washington State Community College agree to accept at Ohio resident tuition rates, any resident of Brooke, Hancock, Jackson, Marshall, Ohio, Pleasants, Ritchie, Roane, Tyler, Wetzel, Wirt and Wood counties of West Virginia.

West Virginia residents enrolled under this agreement must satisfy all regular admission requirements (including those requirements of the specific program in which admission is sought) at Belmont College, Eastern Gateway Community College and Washington State Community College 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.

No programs have been excluded in this Agreement at Belmont College and Eastern Gateway Community College.

The following programs offered at Washington State Community College are eligible under this Agreement:

- A.A.S. - American Sign Language Interpreter
- A.A.S. - Automotive Service Technology
- A.A.S. - Diesel Truck Systems Technology
- A.A.S. - Medical Laboratory Technology
- A.A.S. - Geosciences Transfer
- A.A.S. - Geotechnical Drafting
- A.A.S. - Industrial Technology
- A.A.S. - Respiratory Therapy Technology
- A.A.S. - Radiologic Technology
3. **Ohio Residents’ Eligibility for West Virginia Programs**

West Virginia Northern Community College agrees to accept at West Virginia resident tuition rates, any resident of Belmont, Columbiana, Harrison, Jefferson, Mahoning, Monroe and Trumbull counties 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 Northern Community College in the programs not specifically excluded 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.

No programs have been excluded at West Virginia Northern Community College in this Agreement.

West Virginia University 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 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 at West Virginia University are included in this Agreement:

- **College of Arts and Sciences**
  - B.A. - Biochemistry
  - B.A./B.S. - Chemistry
  - B.A./B.S. - Mathematics
  - B.A./B.S. - Physics

- **College of Creative Arts**
  - B.A. - Art History
  - B.A./B.F.A. - Theatre
  - B.F.A. – Art and Design

- **School of Physical Education:**
  - B.S. – Athletic Coaching Education
  - B.S.P.Ed. - Athletic Coaching Education Sport and Exercise Psychology

- **College of Engineering and Mineral Resources:**
  - B.S.Min.E. - Mining Engineering
  - B.S.PNGE. - Petroleum and Natural Gas Engineering
Davis College of Agriculture, Forestry and Consumer Sciences:
B.S.Agr. - Agricultural & Extension Education
B.S./B.S.Agr. - Animal & Nutritional Sciences
B.S. - Human Nutrition & Food
B.S. - Biochemistry
B.S.F. - Forest Resource Management
B.S./B.S.Agr. - Agronomy
B.S./B.S.Agr. - Environmental Protection
B.S./B.S.Agr. - Horticulture
B.S.R. - Recreation, Parks, & Tourism Resources
B.S./B.S.Agr. - Environmental & Natural Resource Economics
B.S./B.S.Agr. - Agribusiness Management & Rural Development
B.S. - Wildlife & Fisheries Resources
B.S. - Wood Science & Technology
B.S. - Design Studies

School of Journalism
B.S.J. - Journalism

The following programs available at West Virginia University at Parkersburg are included in this Agreement:

A.A.S. - Surgical Technology
CAS - Industrial Maintenance
Board of Governors Associate of Applied Science
A.A.S - Multi-Craft Technology
A.A.S - Technical Studies
Bachelor of Applied Science
B.S. - Business Administration
B.A. - Elementary Education
Bachelor of Applied Technology
Regents Bachelor of Arts
B.A. - Multidisciplinary Studies
AAS - 3-D Modeling and Simulation Design
CAS/AAS - Diversified Agriculture
AAS - Computer Science
BAS - Child Development

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 Brooke, Hancock, Jackson, Marshall, Ohio, Pleasants, Ritchie, Roane, Tyler, Wetzel, Wirt and Wood counties, who attend Belmont College, Eastern Gateway Community College and Washington State Community College as provided in Section 2 of this Agreement, as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to Belmont College, Eastern Gateway Community College and Washington State Community College.

   b. During the period of this Agreement, the West Virginia Council for Community and Technical College Education will consider residents of Belmont, Columbiana, Harrison, Jefferson, Mahoning, Monroe and Trumbull counties, who attend West Virginia Northern Community College under this Agreement, as qualifying for West Virginia resident tuition rates.

   c. During the period of this Agreement, the West Virginia Higher Education Policy Commission, the West Virginia Council for Community and Technical College Education and the participating institutions will consider all residents of Ohio who attend West Virginia University 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 Belmont College, Eastern Gateway Community College, Washington State Community College, West Virginia Northern Community College, West Virginia University 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, Belmont College, Eastern Gateway Community College, Washington State Community College, West Virginia Northern Community College, West Virginia University 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.

Responsible Administrator: Senior Vice President for Academic Affairs, 304-424-8242