

Tuition Reciprocity Agreement

**Dabney S. Lancaster Community College
New River Community College
Southwest Virginia Community College
Wytheville Community College
And
New River Community and Technical College**

This Tuition Reciprocity Agreement is entered into between the Virginia Community College System, the West Virginia Council for Community and Technical College Education, New River Community and Technical College (WV), Dabney S. Lancaster Community College, New River Community College (VA), Southwest Virginia Community College, and Wytheville Community College 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 Virginia 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 Fall 2016 through June 30, 2018 and may be renewed prior to June 30, 2018 by mutual consent of all of the Parties for a period of two years.

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 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 Virginia Community College System, the West Virginia Council for Community and Technical Education, New River Community and Technical College (WV), Dabney S. Lancaster Community College, New River Community College (VA), Southwest Virginia Community College, and Wytheville Community College 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 Virginia Programs

Dabney S. Lancaster Community College, New River Community College (VA), Southwest Virginia Community College, and Wytheville Community College agree to accept at Virginia Resident tuition rates, any resident of Pocahontas, Monroe, Mercer, Summers and Greenbrier 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 Dabney S. Lancaster Community College, New River Community College (VA), Southwest Virginia Community College, and Wytheville Community College in any program. In this context, the word "program" may mean, a certificate program, a diploma program, or an associate degree program.

3. Virginia Residents' Eligibility for West Virginia Programs

New River Community and Technical College (WV) agrees to accept at West Virginia Resident tuition rates, any resident of Bland, Giles, Alleghany, Bath, Tazewell, and Buchanan Counties of Virginia who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at New River Community and Technical College (WV) in any program. In this context, the word "program" may mean workshop, a certificate program, a diploma program, or an associate degree program.

4. Resident Status

- a) During the period of the Agreement, the Virginia Community College System will consider residents of Pocahontas, Monroe, Mercer, Summers and Greenbrier Counties of West Virginia Counties, who attend Dabney S. Lancaster Community College, New River Community College (VA), Southwest Virginia Community College, and Wytheville Community College under this Agreement as qualifying for Virginia resident tuition rates.

- b) During the period of the Agreement, the West Virginia Council for Community and Technical College Education will consider residents of Bland, Giles, Alleghany, Bath, Tazewell, and Buchanan Counties, who attend New River Community and Technical

College (WV) under this Agreement as qualifying for West Virginia resident tuition rates.

5. 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 this Agreement.

6. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students or New River Community and Technical College (WV), Dabney S. Lancaster Community College, New River Community College (VA), Southwest Virginia Community College, and Wytheville Community College by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this agreement must present proof of county of residence at the institution where they plan to enroll. Failure to present proof of county of residence 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 proof of residence was submitted. Each institution will develop a process for applicants to use in order to submit residency documentation for in-state resident tuition rates under this agreement.

7. Annual Report

By June 30 of each year, New River Community and Technical College (WV), Dabney S. Lancaster Community College, New River Community College (VA), Southwest Virginia Community College, and Wytheville Community College agree to provide annual reports on the enrollment and fiscal implications of the Agreement to the other respective institutions, the Virginia Community College System, the West Virginia Council for Community and Technical College Education, and their respective local boards. 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 Virginia Community College System, the West Virginia Council for Community and Technical College Education, and the New River Community and Technical College (WV) Board of Governors.

Signature Page

Chancellor, Virginia Community College System

Date

Chancellor, West Virginia Community
and Technical College Education

Date

Chair, New River Community and Technical College
Board of Governors

Date