

GUARANTEED ADMISSION AGREEMENT

THIS GUARANTEED ADMISSION AGREEMENT (the “Agreement”), is made and entered into November 13, 2024 (“Effective Date”), by and between **WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS** on behalf of **WEST VIRGINIA UNIVERSITY** (“WVU System”) and **SOUTHERN WEST VIRGINIA COMMUNITY AND TECHNICAL COLLEGE** (“Affiliate”), (collectively the “Parties” and sometimes individually as a “Party”).

WITNESSETH:

WHEREAS, the West Virginia University Board of Governors is the statutorily created governing board which operates West Virginia University, West Virginia University Institute of Technology (“WVU Tech”); West Virginia University Potomac State College (“PSC”), and WVU Online (collectively, referred to as WVU System); and

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, WVU and Affiliate hereby agree as follows:

1. 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 the WVU System (including its Morgantown campus, WVU Tech, PSC, and WVU Online) and Affiliate allowing for an efficient and effective transition from an Associate’s degree to a Baccalaureate degree.

2. Admissions Practices.

2.1. The WVU System encourages applications from articulating Affiliate students who wish to pursue a baccalaureate degree program at WVU (post Associate’s degree).

2.2. Articulating Affiliate students who graduate with an Associate's degree and have a transferable GPA of at least 2.0 and are in good standing are guaranteed admission to the WVU System. Guaranteed admission to the WVU System does not mean such students are guaranteed admission to their articulated majors without satisfying the WVU System major criteria.

2.3. Students transferring from Affiliate to specific WVU System programs must meet the same prerequisites, grade point average (GPA) and other admission criteria, as other native or transfer students applying to WVU System programs, unless specifically outlined as part of an articulated pathway.

2.4. Students who apply and are admitted to Affiliate will be automatically enrolled in the Co-Enrollment Program with the WVU System as a visiting student. Admitted status at the WVU System will remain and be automatically renewed so long as the student remains in good academic standing at Affiliate, or until student has completed transfer to full time status at the WVU System. Students may opt-out of enrollment in the Co-Enrollment program with the WVU System at any time while in enrolled at Affiliate.

2.4.1. To facilitate the seamless registration in WVU System courses as part of the Co-Enrollment Program, Affiliate agrees to provide that transcript data to the WVU System for all students enrolled in the Co-Enrollment Program at the end of each semester, or upon request by the WVU System.

2.5. 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.

3. Acceptance and Application of Credits.

3.1. General Education. Students completing an Associate of Arts, Associate of Science, or Associate of Applied Science degree at Affiliate will have satisfied the general education requirements at the WVU System.

3.2. Transferring Affiliate applicants must follow all course hierarchies and meet all listed course and GPA requirements, as outlined by the approved WVU System 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.

3.3. College level course credits and grades accepted by the WVU System are transferrable.

3.4. The WVU System will evaluate courses/credits earned through Advanced Placement (AP), College-Level Examination Program (CLEP), International Baccalaureate (IB) programs, military credit, or other sources of prior learning credit. Credit is not guaranteed for courses not previously articulated in the WVU System's transfer equivalency database and will be reviewed for credit consistent with the WVU System's standards and pre-established course equivalencies. Courses not previously articulated will appear on a student's transcript as NOEQ 100. Students may request that these courses be evaluated for equivalency.

3.5. The WVU System will maintain course equivalency information and make this information readily available to Affiliate.

3.6. Students articulating from Affiliate will be required to complete at minimum thirty (30) of their final thirty-six (36) credit hours at the WVU System (in residence).

4. Reverse Transfer

4.1. Students who transfer to the WVU System from Affiliate prior to earning their associate degree will be eligible to participate in the Reverse Transfer initiative, so long as they have residency at Affiliate to make them eligible.

4.2. Reverse Transfer may be prescribed as part of a transfer guide or for those students who transfer organically.

5. Co-Enrollment

5.1. Aid eligible students pursuing plans of study that require co-enrollment between Affiliate and the WVU System must work with Affiliate to complete a consortium agreement in order to have aid eligibility determined for the coursework taken through the WVU System.

5.2. Eligibility

5.2.1. Co-Enrollment is open to both students fully enrolled at Affiliate, or participating in a dual-enrollment with Affiliate and the student's current high school.

5.3. Co-Enrollment Benefits

5.3.1. Students admitted to the Co-Enrollment partnership will receive access to specific WVU System benefits afforded to full-time WVU System students.

5.3.2. Affiliate will coordinate with the WVU System to provide office space for WVU System representatives to allow for scheduled 'in-person' assistance by WVU System student support personnel.

Office of the Provost
P.O. Box 6203
Morgantown, WV 26506-6203

If to Affiliate: President
Southern West Virginia Community & Technical College
100 College Drive
Logan, WV 25601

10. Non-Discrimination. The Parties shall not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression.

11. Independent Contractor. 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.

12. 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.

13. 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 the WVU System. To the extent that Affiliate receives from the WVU System 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 the WVU System may use

the information, but only for the purposes for which the disclosure was made. The WVU System agrees to provide guidance to Affiliate with respect to complying with FERPA.

14. 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.

15. 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. This includes any co-branding materials. Requests to use the WVU System's name or logo should be sent to the Director of Brand and Trademark Licensing at trademarklicensing@mail.wvu.edu.

16. 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.

17. Counterparts and Signatures. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but which together shall constitute one (1) 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.

18. Assignment. This Agreement may not be assigned by either Party without prior written consent to the other Party hereto; provided, that WVU may assign this Agreement to a

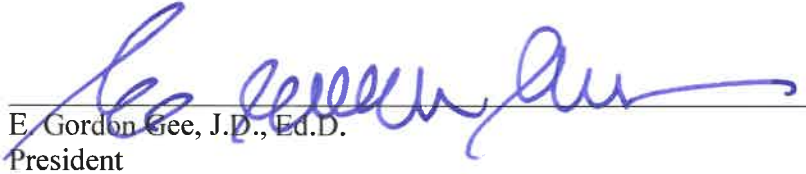
successor board, agency or commission of the State of West Virginia by giving written notice to Affiliate.

19. Modifications and Amendments. 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 to the other Party and must be accepted in writing before it will take effect.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES TO FOLLOW ON NEXT PAGE.]**

IN WITNESS WHEREOF, the authorized Parties have hereunto set their hands and seals
on the date first written above.

WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS
on behalf of **WEST VIRGINIA UNIVERSITY**


E. Gordon Gee, J.D., Ed.D.
President

11.13.24
Date

SOUTHERN WEST VIRGINIA COMMUNITY & TECHNICAL COLLEGE


Dr. Pamela L. Alderman
President

11/13/2024
Date