

**MEMORANDUM OF AGREEMENT BETWEEN
SOUTHERN WEST VIRGINIA COMMUNITY AND TECHNICAL COLLEGE
AND
LINDSEY WILSON COLLEGE
FOR ON-SITE BACCALAUREATE AND MASTER'S DEGREE PROGRAMS
IN
LOGAN, WV
June 30, 2013**

THIS AGREEMENT is made by and between Southern West Virginia Community and Technical College (**SWVCTC**), and Lindsey Wilson College (hereinafter referred to as **LWC** or **the Second Party**) on this 30th day of May, 2013.

Lindsey Wilson College, (**LWC**), as part of its mission to serve the educational needs of students, agrees to offer through the School of Professional Counseling, its baccalaureate degree in Human Services and Counseling (hereafter HSC) and Masters of Education in Counseling and Human Development (hereafter CHD) to qualified students at **SWVCTC**. The **LWC** School of Professional Counseling is designed to deliver an opportunity to earn a Bachelor of Arts degree in Human Services and Counseling in a curriculum designed for students who are completing Associate of Arts, Associate of Science, and Associate of Applied Science degrees at **SWVCTC** with an interest in Human/Behavioral Health Services careers. The **CHD** program is designed for qualified students with a Bachelor of Arts degree in Human Services and Counseling or Psychology. The content and management of both the Bachelor of Arts and M.Ed. programs are the sole responsibility of **LWC**.

SWVCTC, recognizing a need in its service area for students to begin their education in the behavioral health, human services and counseling services profession and continue it after acquiring associate and baccalaureate degrees, seeks to provide opportunities for students to pursue baccalaureate degrees and master's degrees in its service area. **LWC** recognizes a need for increased numbers of trained and qualified persons to deliver human services/counseling services.

It is anticipated that this endeavor will enhance the missions of both educational institutions. **SWVCTC** will offer the lower division courses to satisfy the general education requirements and certain electives necessary for students to complete the requirements of the **LWC** degree. Courses offered by **SWVCTC** pursuant to this MOA shall be considered equivalent to courses offered by **LWC** for satisfaction of **LWC** residency requirements. **LWC** will offer only courses required as a part of the HSC, and CHD programs and selective upper level electives as needed to satisfy degree requirements.

It is the intent of both institutions to market, advertise, and represent the programs as a partnership between **SWVCTC** and Lindsey Wilson College to better meet the educational needs of students interested in Human Services and Counseling and to answer a call from the mental health community for more trained professionals in the field.

PERIOD OF CONTRACT: This Agreement is for 12 months extending from July 01, 2013 through June 30, 2014. This Agreement will be reviewed by April 1 by both parties. It will renew automatically unless either party requests otherwise.

SCOPE: New HSC cohorts will begin each fall semester and new CHD cohorts will begin each spring semester. This MOA may be extended to include subsequent cohorts to begin either the spring or fall semester by mutual written consent of the parties of this agreement.

LOCATION:

SWVCTC agrees to make specific areas of the SWVCTC Campus that are suitable for interactive group classes available to LWC for the purpose of the **Second Party's** conducting classes leading to a bachelor's degree in Human Services and Counseling and to a master's degree in Counseling and Human Development. 2

HSC AND CHD GROUP SIZE(S): LWC cohorts will be ten (10) to thirty-six (36) students although initial cohorts may be smaller.

RESPONSIBILITIES OF SWVCTC:

- Provide classroom facilities that are suitable for interactive group classes for LWC courses and clinical experience meetings
- Provide wireless internet access, TV/VCR and a computer and projector in classrooms during the specified class schedules, as these are available and when requested in advance
- Provide access to library facilities and services as specified in the library agreement between SWVCTC and LWC.
- Assist with information to allow marketing activities
- Provide any SWVCTC required identification cards
- Provide office space for the Site Enrollment Coordinator
- Receive and forward initial students inquiries to the LWC Site Enrollment Coordinator.
- Utilize and honor the consortium agreement to process, defer, and bill student accounts.
- Coordinate computer labs and other classroom support as required by students and requested by the Site Enrollment Coordinator.
- Provide names and addresses of current and former SWVCTC students for contact purposes
- Provide LWC use of space from approximately 4 p.m. to 9 p.m. on Fridays, 9 a.m. to 4 p.m. on Saturdays, in the Fall, Spring, and Summer semesters.

RESPONSIBILITIES OF LWC:

- Continue to meet criteria for reauthorization as required under Title 135 Procedural Rule, Series 20 of the West Virginia Council for Community and Technical College Education and Title 133 Procedural Rule, Series 20 of the West Virginia Higher Education Policy Commission.
- Design and delivery of the curriculum by qualified faculty
- Provide course materials and other learning resources not available in the SWVCTC library
- Specify and provide course textbooks
- Pay postage and copier costs on a quarterly basis.
- Provide SWVCTC with information in order to utilize and honor the consortium agreement to process, defer, and bill student accounts.
- Register students, maintain student records and provide course grades
- Provide LWC student identification cards
- Establish student financial accounts and collect student fees
- Provide LWC brochures and program information
- Direct advertising and promotion of the program
- Fund newspaper and radio advertisements
- Conduct information/orientation sessions for prospective students
- Conferral of the BA degree in Human Services and Counseling to qualified students
- Conferral of the M.Ed. degree in Counseling and Human Development to qualified students

FINANCIAL ASPECTS OF THE AGREEMENT: It is the intent of this Agreement that LWC will incur all direct costs associated with the **RESPONSIBILITIES OF LWC** listed previously including

marketing and delivery of the program. It is anticipated that SWVCTC will incur those expenses associated with the **RESPONSIBILITIES OF SWVCTC** listed previously. This will include some demand on staff support time that falls within their normal range and times of responsibility, i.e., administrative, clerical, library and maintenance. It is not the intent of either party for SWVCTC to incur any major expense for support of the program. Should any unusual expenses not presently identified or anticipated occur, a written agreement between the two parties will be finalized for those expenses prior to the expenditure.

STUDENT TUITION AND FEES: The tuition and fees charged to students will be in accordance with those approved by the LWC Board of Trustees. Students enrolled in the program will be subject to policies approved by LWC.

AMENDMENT

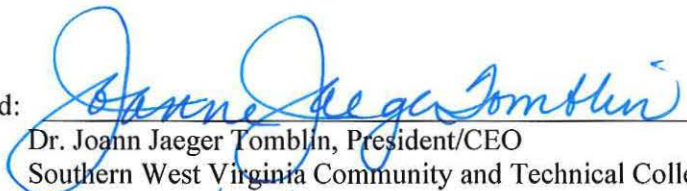
This Agreement may not be altered or amended unless in writing with the mutual consent of both parties.

CANCELLATION CLAUSE

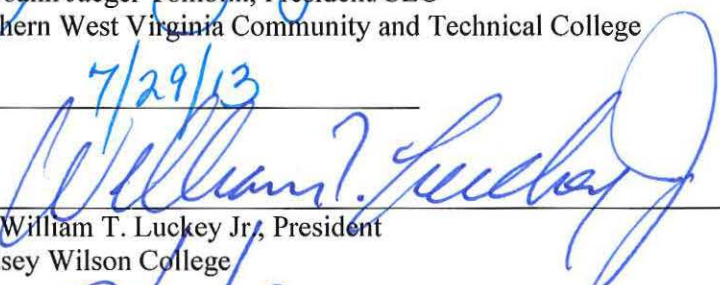
Either party may terminate this Agreement by submitting written notification one academic year prior to the identified cancellation date in order to protect all students at both institutions involved in this partnership.

DISCRIMINATION PROHIBITED

Both parties agree not to discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or service delivery and program participation in conformity with the provisions of Title VI and VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Americans with Disabilities Act of 1990; Executive Order No. 11245 issued September 24, 1965, as amended; and all other applicable laws which prohibit discrimination as well as the implementing regulations, guidelines, and standards lawfully adopted and promulgated under the laws.

Approved: 
Dr. Joann Jaeger Tomblin, President/CEO
Southern West Virginia Community and Technical College

Date: 7/29/13

Approved: 
Dr. William T. Luckey Jr., President
Lindsey Wilson College

Date: 7/11/13

- cc: Merle Dempsey, Acting VP for Academic Affairs and Student Services
- Samuel Litteral, Vice President for Finance and Administration
- Pamela Alderman, Dean, Career and Technical Programs
- Darrell Taylor, Dean, Enrollment Management and Student Development
- Teri Wells, Interim Registrar