



Western Undergraduate Exchange (WUE) Memorandum of Agreement

This Memorandum of Agreement (this "Agreement") is entered into effective for the 2023-2024 academic year (the "Academic Year") between the Western Interstate Commission for Higher Education ("WICHE") and the undersigned accredited postsecondary public institution located within a WICHE member state or territory (the "Institution"), through which the Institution agrees to participate in the Western Undergraduate Exchange program ("WUE"). Additional information regarding the WUE program is available at <https://www.wiche.edu/tuition-savings/wue/>.

1. The Institution agrees to participate in WUE for the Academic Year, subject to the terms and conditions set forth below and such other program parameters as WICHE may establish for the WUE program from time to time. The Institution acknowledges and agrees that WICHE administers WUE and establishes the program parameters applicable to institutions from WICHE member states and territories which decide to participate in WUE.
2. The Institution confirms that it is accredited and in good standing. The Institution agrees to notify WICHE immediately of any known state authorization or accreditation issues, as soon as they become known to the Institution.
3. As a participant in the WUE program, the Institution agrees to allow qualified nonresident students from a WICHE member state or territory to enroll in specified undergraduate majors/programs offered by the Institution and to charge a reduced nonresident tuition rate equal to no more than 150% of the Institution's regular resident tuition rate for the same designated major/program (such specified percentage of the regular resident tuition rate utilized by the Institution for the WUE program is referred to as its "WUE Tuition Rate", which percentage shall be the same for all of the Institution's designated majors/programs participating in WUE). Any such qualified nonresident student enrolled in the Institution who receives the WUE Tuition Rate under the WUE program is referred to as a "WUE Student".
4. In determining whether a nonresident student is eligible for a WUE Tuition Rate (an "Eligible WUE Applicant"), the Institution shall review such information as it deems necessary to confirm that the student is a resident of a WICHE member state or territory, provided that such determination shall be made in accordance with the Institution's usual and customary practices for determining residency. All Eligible WUE Applicants will receive equal consideration for a WUE award from the Institution, regardless of the WICHE member state or territory in which the student resides.
5. The Institution shall establish the criteria that a student must meet to be considered as an Eligible WUE Applicant (i.e., G.P.A., college admissions test scores such as ACT/SAT, etc.). The Institution is encouraged to consider transfer students as Eligible WUE Applicants in addition to incoming freshman.
6. The specified undergraduate majors/programs of the Institution which will be included in WUE for the Academic Year will be determined by the Institution, in its sole discretion, although the Institution is encouraged to be expansive in selecting the majors/programs eligible for a WUE Tuition Rate. The Institution may limit the number of new WUE awards, as it deems appropriate.
7. For each Eligible WUE Applicant who receives a WUE award, the Institution agrees that all fees and other expenses charged by the Institution to its students will for such WUE Student (i) be equal to the same amount charged to all students of the Institution, if the fee or expense is the same for both resident and nonresident students or (ii) be equal to the amount charged to nonresident students, if the fee or expense is different for resident and nonresident students. Additionally, the Institution agrees not to charge any additional fees

or expenses to any WUE Student that is not charged to other students of the Institution in the same major/program.

- 8.** Upon the grant of a WUE award to an Eligible WUE Applicant (including those WUE awards granted prior to the date of this Agreement), the Institution agrees that as long as the WUE Student continues in the major/program for which the WUE award was granted and remains in good academic standing, the WUE Tuition Rate awarded will not be altered in any way until the WUE Student has completed the major/program or exceeded the maximum number of allowable academic years or credit hours, whichever is longer, as determined by the Institution for the respective major/program. For clarity, although as noted in the prior sentence the WUE Tuition Rate (which is the specified percentage of the regular resident tuition rate utilized by the Institution for the WUE Student) may not be altered, this does not restrict the Institution's right to impose annual increases in the regular resident tuition rate. Unless otherwise specified, the allowable academic years will be set at four years for a bachelor's degree and two years for an associate's degree, and the allowable credit hours will be set at the corresponding number of credit hours for such number of academic years. The good academic standing of a WUE Student shall be determined by the Institution according to the usual and customary standards utilized by the Institution for its students. If a WUE Student exceeds the maximum number of allowable academic years or credit hours, whichever is longer, as determined by the Institution for the respective major/program, the Institution is not obligated to, but may, terminate the WUE award and thereafter charge such student the full nonresident tuition rate for such major/program.
- 9.** A WUE Student seeking to change his/her designated major/program will need the approval of the Institution in order to determine the impact on the student's WUE award. If the WUE Student changes to a major/program which is not then included in the Institution's WUE participation, the Institution is not obligated to, but may, terminate the WUE award and thereafter charge such student the full nonresident tuition rate for such major/program.
- 10.** In the event the Institution's participation in WUE is terminated for any reason, whether during or at the end of the Academic Year, the Institution agrees that each WUE Student then enrolled at the Institution will continue to receive their WUE Tuition Rate until their graduation, or if earlier, until such student exceeds the maximum number of allowable academic years or credit hours as noted above. Additionally, if the Institution removes a specified major/program from the Institution's WUE participation, each WUE Student then enrolled in the specified major/program will continue to receive their WUE Tuition Rate until their graduation, or if earlier, until such student exceeds the maximum number of allowable academic years or credit hours as noted above.
- 11.** The Institution understands and accepts that it will not receive any financial support from the WUE Student's home state, from WICHE or from any other source as a result of granting a WUE award to and enrolling an Eligible WUE Applicant at the Institution.
- 12.** The Institution acknowledges that WICHE may modify the reduced tuition rate parameters applicable for all institutions participating in the WUE program, but any such change will not apply until the next academic year beginning at least one year from the date of such action by WICHE.
- 13.** The Institution agrees to publicize its participation in WUE by posting its profile on the WUE Savings Finder on WICHE's website. Additionally, the Institution agrees to maintain a web page on its website regarding its participation in WUE, which includes a description of the program and general instructions on applying for consideration. The Institution shall clearly state, on its website and in written materials, the requirements, deadlines, application procedures and any other relevant information for an Eligible WUE Applicant to be considered for a WUE award at the Institution. The Institution shall also specify whether an Eligible WUE Applicant is automatically considered for a WUE award, or whether an application must be submitted for consideration. The Institution may establish priority application deadlines for Eligible WUE Applicants to request consideration for a WUE award. The Institution's WUE web page should include a link to the application (if applicable), a list of the specified undergraduate majors/programs offered by the Institution

which are included in WUE (or a link to the Institution's WUE Savings Finder where the public can find a list of eligible majors/programs), and such other information as the Institution considers helpful to Eligible WUE Applicants. The Institution agrees to update its profile on the WUE Savings Finder on WICHE's website and its WUE web page on a regular basis, at least annually, to ensure all information is accurate, including eligible majors/programs and applicable deadlines.

14. The Institution agrees to report to WICHE the number of WUE Students enrolled at the Institution, including the number of WUE Students by major/program and the number of WUE Students from each WICHE member state or territory, which information will be reported to WICHE by no later than October 31st of the Academic Year.
15. The Institution agrees to promptly notify WICHE in the event the Institution decides to discontinue its participation in WUE; however, the Institution understands that it cannot terminate its participation in WUE until the end of the Academic Year.
16. The Institution acknowledges and agrees that WICHE has control over the marketing and representation of the WUE program, including participation, benefits, and responsibilities, as well as use of the WUE logo. WICHE has full right and authority to require modifications to, or to prohibit, communications or use of the WUE logo which WICHE deems inaccurate, misrepresentative, or otherwise inappropriate. The Institution agrees to comply promptly with all directives from WICHE regarding such matters related to the WUE program.
17. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. This Agreement may be executed and delivered by transmission of an electronic signature (whether by DocuSign or other electronic means), which electronic signature shall be considered an original for purposes of enforcement of this Agreement.

The undersigned authorized representatives of the Institution and WICHE hereby sign this Memorandum of Agreement binding the parties to the terms stated herein, effective as of the date of the last signature provided below.

Williston State College

Signature: *Bernell Hirning*
Name: Bernell Hirning
Title: President
Department: Office of the President
Date: July 10, 2023

Western Interstate Commission for Higher Education

Signature: *Margo Colalancia*
Name: Margo Colalancia
Title: Director, WICHE Student Access Programs
Date: July 10, 2023