

ATTACHMENT B1

UNDERGRADUATE TUITION RECIPROCITY AGREEMENT

Northern Kentucky University
Gateway Community and Technical College
And
Cincinnati State Technical and Community College
Clark State Community College
Miami University Hamilton
Miami University Middletown
Southern State Community College
University of Cincinnati

This tuition reciprocity agreement is entered into between the Kentucky Council on Postsecondary Education and the chancellor of the Ohio ~~Board of Regents~~ **Department of Higher Education**, Cincinnati State Technical and Community College, Clark State Community College, Gateway Community and Technical College, the Kentucky Community and Technical College System, Miami University Hamilton, Miami University Middletown Northern Kentucky University, Southern State Community College, and the University of Cincinnati, pursuant to the provisions of Section 3333.17 of the Ohio Revised 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 greater Cincinnati area while limiting the cost of such expansion to the taxpayers of Ohio and Kentucky through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of the greater Cincinnati area 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, ~~2019~~ **2021**, through June 30, ~~2021~~ **2023**, and may be renewed prior to June 30, ~~2021~~ **2023**, by mutual consent of all of the parties for a period of two years. As the agreement must coincide with the biennial budgets of the State of Ohio, the next renewal shall be for July 1, ~~2021~~ **2023**, to June 30, ~~2023~~ **2025**.

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 of 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~~ **Department of Higher Education**, or the **President of the** Kentucky Council on Postsecondary 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. Kentucky Residents' Eligibility for Ohio Programs

The participating Ohio institutions agree to accept at Ohio resident tuition rates any resident of Bracken, Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at the University of Cincinnati's two-year colleges (Clermont College, College of Applied Science, and Raymond Walters College) or at Cincinnati State Technical and Community College or at Clark State Community College, or at Miami University's Hamilton Campus, or at Miami University's Middletown Campus, or at Southern State Community College in the associate degree **or applied bachelor's degree** programs not specifically excluded from this agreement.

In this section, the word "program" only means an associate degree program **or applied bachelor's degree program** and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

Majors and/or programs at the University of Cincinnati two-year colleges, Cincinnati State Technical and Community College, and Southern State Community College which are excluded from this agreement are the following ~~two-year~~ **associate degree and applied bachelor's degree** programs otherwise offered at Northern Kentucky University:

- (1) Clermont College: No exclusions
- (2) Blue Ash College: No exclusions
- (3) Cincinnati State Technical and Community College: no exclusions
- (4) Southern State Community College: no exclusions

Any program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

The University of Cincinnati agrees to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular baccalaureate admissions requirements (including those requirements of the specific program in which admission is being sought) at the University of Cincinnati in the programs specifically included in this Agreement.

The following baccalaureate degree programs at the University of Cincinnati which are included in this Agreement are the following: Architecture, Engineering, Honors PLUS (see provision below), Horticulture, Radiation Science, Interior Design, Industrial Design, Fashion Design, and Urban Planning.

In conformance with the limitations set forth in the bulleted item below, admission to the Honors PLUS baccalaureate degree program in the College of Business, University of Cincinnati, is subject to the following provision:

- a. Reciprocity for the Honors PLUS program at the University of Cincinnati is limited to residents of the eligible Kentucky counties with a cap of fifty (50) students enrolled in courses at any one time.

Miami University Hamilton and Miami University Middletown agree to accept at Ohio resident tuition rates any resident of Boone, Bracken, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties of Kentucky who enrolls and who satisfies all regular baccalaureate admissions requirements (including those requirements of the specific program in which admission is being sought) for all bachelor programs at Miami University Hamilton and Miami University Middletown.

In this section, the word "program" only means a baccalaureate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

3. Ohio Residents' Eligibility for Kentucky Baccalaureate Degree Programs

Northern Kentucky University agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties of Ohio with an associate degree **or applied bachelor's degree from** the University of Cincinnati, Cincinnati State Technical and Community College, Clark State Community College, or Southern State Community College, or any student participating in an approved Degree Pathway Program at Cincinnati State Technical and Community College, who enrolls and who satisfies all regular transfer admissions requirements (including those requirements of the specific program in which admission is sought) in Northern Kentucky University baccalaureate degree programs not specifically excluded from this agreement.

In this section, the word "program" only means a baccalaureate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

The majors and/or programs at Northern Kentucky University excluded from this agreement are:

- a. Early Childhood Education
- b. Nursing

Any major/program listed above as excluded may, by the joint written consent of the presidents of all four institutions, be included in this agreement.

4. Ohio Residents' Eligibility for Kentucky Associate Degree Programs

Gateway Community and Technical College agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, Butler, Clermont, Clinton, Hamilton, Highland, and Warren 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 Gateway Community and Technical College.

All programs, excluding nursing, at Gateway Community and Technical College are included in the agreement.

5. Ohio Residents' Eligibility/Enrollment Limitations for Kentucky Programs

In conformance with the limitations set forth in the bulleted item below, admission to the Business Management baccalaureate degree program in the College of Business, Northern Kentucky University, is subject to the following provision:

- a. Reciprocity for the College of Business, Business Management program at Northern Kentucky University is limited to residents of the eligible Ohio counties with a cap of fifty (50) students enrolled in courses at any one time.

In this section, the word "program" only means a specific baccalaureate degree program and the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

6. New Program Eligibility

Any new program may be included in this agreement upon successful completion of the agreements' amendment process, as listed above.

In this section, the word "program" may mean a workshop, a certificate program, an associate degree program, or a baccalaureate degree program.

7. Resident Status

- a. During the period of this agreement, the chancellor of the ~~Ohio Board of Regents~~ **Department of Higher Education** will consider residents of Bracken,

Boone, Campbell, Carroll, Gallatin, Grant, Kenton, and Pendleton Counties who attend the University of Cincinnati, Cincinnati State Technical and Community College, Clark State Community College, **Miami University Hamilton, Miami University Middletown**, or Southern State Community College under this agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to the University of Cincinnati, Cincinnati State Technical and Community College, Clark State Community College, **Miami University Hamilton, Miami University Middletown**, and Southern State Community College.

- b. During the period of this agreement, the Kentucky Council on Postsecondary Education will consider residents of Adams, Brown, Butler, Clermont, Clinton, Fayette, Hamilton, Highland, and Warren Counties who attend Northern Kentucky University or Gateway Community and Technical College under this agreement as qualifying for Kentucky resident tuition rates, and as reciprocity students for the purpose of allocating funds to Northern Kentucky University and Gateway Community and Technical College. The Kentucky Council on Postsecondary Education will also consider students attending Northern Kentucky University who are participating in an approved Degree Pathway Program with an associate degree from the University of Cincinnati, Cincinnati State Technical and Community College, Clark State Community College, or Southern State Community College as reciprocity students for the purpose of allocating funds to Northern Kentucky University.

8. 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 institution 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 11.1.

9. Notice, Application, and Waiver

The availability of reciprocity tuition rates under this agreement shall be advertised to applicants and/or to student of Cincinnati state Technical and Community College, Clark State Community College, Gateway Community and Technical College, **Miami University Hamilton, Miami University Middletown**, Southern State Community College, Northern Kentucky University and the University of Cincinnati by any means deemed appropriate by the respective institutions.

All students who want to receive reciprocity tuition rates under this agreement must apply for such rates at the institution where they plan to enroll.

Failure to so 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 the 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 reciprocity tuition rates under this agreement.

These processes will be written and shared with each institution as well as with the chancellor of the ~~Ohio Board of Regents~~ **Department of Higher Education** and the Kentucky Council on Postsecondary Education. The process will also be made available to all potential applicants upon request.

In this section, the word "resident" means resident for the purpose of tuition determination as defined by the respective institution.

10. Annual Report

By June 30 of each year, Cincinnati State Technical and Community College, Clark State Community College, Gateway Community and Technical College, Northern Kentucky University, Southern State Community College, **Miami University**, and the University of Cincinnati agree to provide annual reports on the enrollment and fiscal implications of the agreement to the other respective institutions, the Kentucky Council on Postsecondary Education, and the chancellor of the ~~Ohio Board of Regents~~ **Department of Higher Education**. 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~~ **Department of Higher Education** pursuant to Section 3333.17 of the Ohio Revised Code and the Kentucky Council on Postsecondary 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.

**TUITION RECIPROCITY AGREEMENT
SIGNATURE PAGE**

STATE AGENCIES

Dr. Aaron Thompson, President
Kentucky Council on Postsecondary Education

Signed: _____ Date: _____

Randy Gardner, Chancellor
Ohio Board of Regents **Department of Higher Education**

Signed: _____ Date: _____

~~Dr. Jay Box~~ **Dr. Paul Czarapata**, President
Kentucky Community & Technical College System

Signed: _____ Date: _____

INSTITUTIONS

Dr. Ashish Vaidya, President
Northern Kentucky University

Signed: _____ Date: _____

Dr. Fernando Figueroa, President
Gateway Community and Technical College

Signed: _____ Date: _____

Dr. Neville Pinto, President
University of Cincinnati

Signed: _____ Date: _____

Dr. Monica Posey, President
Cincinnati State Technical and Community College

Signed: _____ Date: _____

Dr. Jo Alice Blondin, President
Clark State Community College

Signed: _____ Date: _____

Dr. Gregory P. Crawford, President
Miami University

Signed: _____ Date: _____

Dr. Kevin Boys, President
Southern State Community College

Signed: _____ Date: _____