

**Council on Postsecondary Education
July 24, 2009**

**Kentucky/Ohio Reciprocity Agreement
Technical Amendment**

ACTION: The staff recommends that the Council approve a technical amendment including Southern State Community College to the Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University reciprocity agreement.

The Ohio Board of Regents has expressed interest in the addition of Southern State Community College to the Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University reciprocity agreement. The purpose for adding Southern State Community College to the reciprocity agreement is due to Kentucky students being enrolled in the Medical Assisting Program offered at Shawnee State University. Southern State Community College needs to be added to the current agreement in order to extend tuition reciprocity to Kentucky students. This technical amendment will not alter the relative balance in participation or duplicate an existing program offered in Kentucky.

TUITION RECIPROCITY AGREEMENT

Ashland Community and Technical College
Morehead State University-Morehead
Morehead State University-Ashland
And
Ohio University-Athens
Ohio University-Southern
Rio Grande Community College
Shawnee State University
Southern State Community College

In an effort to increase the college going rate and postsecondary opportunities in an underserved Appalachian region, this Tuition Reciprocity Agreement is entered into between the Kentucky Council on Postsecondary Education, the Kentucky Community and Technical College System, the chancellor of the Ohio Board of Regents, the Boards of Trustees of Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College pursuant to provision 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 region 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 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 July 1, 2009, through June 30, 2011, and may be renewed prior to June 30, 2011, 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 the term of July 1, 2011, to June 30, 2013.

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 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, the Kentucky Community and Technical College System, or 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/Ohio Programs

Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, and Shawnee State University, and Southern State Community College agree to accept at Ohio resident tuition rates any resident of Boyd, Carter, Elliot, Fleming, Greenup, Lawrence, Lewis, Mason, and Rowan Counties of Kentucky who enrolls and who satisfies all regular admissions requirements (including those requirements of the specific program in which admission is being sought).

The following program from Southern State Community College is included in the Agreement: Medical Assisting Program offered at Shawnee State University.

3. Ohio Residents Eligibility/Kentucky Programs

Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland agree to accept at Kentucky resident tuition rates any resident of Adams, Athens, Gallia, Jackson, Lawrence, Meigs, Pike, Scioto, and Vinton Counties of Ohio who enrolls and who satisfies all regular admissions requirements (including those requirements of the specific program in which admission is being sought).

The following program from Morehead State University is excluded from the agreement: Master of Business Administration.

4. Resident Status

a. During the period of this Agreement, the chancellor of the Ohio Board of Regents will consider residents of Boyd, Carter, Elliot, Fleming, Greenup, Lawrence, Lewis, Mason and Rowan Counties who attend Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College under this Agreement as qualifying for resident Ohio tuition and as Ohio residents for the purpose of allocating funds to Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College.

b. During the period of this Agreement, the Kentucky Community and Technical College System and the Kentucky Council on Postsecondary Education will consider residents of Adams, Athens, Gallia, Jackson, Lawrence, Meigs, Pike, Scioto, and

Vinton Counties who attend Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland under this Agreement as qualifying for resident Kentucky tuition and as Kentucky residents for the purpose of allocating funds to Ashland Community and Technical College, Morehead State University-Morehead, and Morehead State University-Ashland.

5. Continued Eligibility

Once enrolled as a reciprocity student, each student demonstrating satisfactory academic performance under already existing academic standards and criteria of their 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 II.1.

6. Notice, Application, and Waiver

The availability of resident tuition rates under this Agreement shall be advertised to applicants and/or to students of Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College by any means deemed appropriate by those institutions.

All eligible students who want to receive resident tuition rates under this Agreement must apply for such rates at the institution where they plan to enroll. Failure to 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 that 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 resident tuition rates under this Agreement.

7. Annual Report

By June 30 of each year, Ashland Community and Technical College, Morehead State University-Morehead, Morehead State University-Ashland, Ohio University-Athens, Ohio University-Southern, Rio Grande Community College, Shawnee State University, and Southern State Community College 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. 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 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 PAGES

STATE AGENCIES

Robert L. King, President
Kentucky Council on Postsecondary Education

Signed: _____

Date: _____

Eric D. Fingerhut, Chancellor
Ohio Board of Regents

Signed: _____

Date: _____

TUITION RECIPROCITY AGREEMENT
SIGNATURE PAGES
INSTITUTIONS

Michael B. McCall, President
Kentucky Community & Technical College System

Signed: _____

Date: _____

Greg Adkins, Chief Executive Officer
Ashland Community and Technical College District

Signed: _____

Date: _____

Wayne Andrews, President
Morehead State University

Signed: _____

Date: _____

Roderick McDavis, President
Ohio University

Signed: _____

Date: _____

Herman Koby, Interim President
Rio Grande Community College

Signed: _____

Date: _____

Rita Morris, President
Shawnee State University

Signed: _____

Date: _____

Sherry Stout, President
Southern State Community College

Signed: _____

Date: _____