

COMMISSION FOR HIGHER EDUCATION

Friday, June 11, 2010

DECISION ITEM C: Adoption of the 2010-11 Indiana/Ohio Reciprocity Agreement

Staff Recommendation That the Commission for Higher Education approve the *Memorandum of Understanding Between Indiana and Ohio Regarding Tuition Reciprocity, 2010-2011*.

Background The rationale for reciprocity agreements is to expand access to higher education, and also to recognize that population growth, economic development, and the need for postsecondary access seldom pay attention to state boundaries.

In 2004-05, Indiana and Ohio entered into a limited agreement to provide reciprocal tuition for residents of specified counties who attend specified postsecondary institutions.

Historically and currently, the reciprocity agreement between Indiana and Ohio has never achieved enrollment or fiscal parity, with many more Ohio students taking advantage of reduced tuition in Indiana. When determining appropriations for higher education institutions participating in this agreement, funding for the purposes of enrollment growth will be capped at 2008-09 levels for Ohio Reciprocity students.

Supporting Document *Memorandum of Understanding Between Indiana and Ohio Regarding Tuition Reciprocity, 2010-11.*

TUITION RECIPROCITY AGREEMENT

Cincinnati State Technical & Community College
Clark State Community College
Edison Community College
Miami University Hamilton
Miami University Middletown
Owens Community College
Rhodes State College
Sinclair Community College
Sinclair Community College Warren County Campus
University of Cincinnati
University of Cincinnati Clermont College
University of Cincinnati Raymond Walters College
Wright State University Main Campus
Wright State University Lake Campus
and
Ball State University
Indiana University East
Ivy Tech Community College of Indiana-Region 6 (Anderson, Muncie)
Ivy Tech Community College of Indiana-Region 9 (Richmond)
Purdue University College of Technology at Muncie and Richmond

This Tuition Reciprocity Agreement is entered into between the Chancellor of the Ohio Board of Regents and Cincinnati State Technical & Community College, Clark State Community College, Edison Community College, Miami University Hamilton, Miami University Middletown, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Clermont College, University of Cincinnati Raymond Walters College, Wright State University Main Campus, and Wright State University Lake Campus, pursuant to the provisions of Section 3333.17 of the Ohio Revised Code and the Indiana Commission for Higher Education and Ball State University, Indiana University East, Ivy Tech Community College of Indiana-Region 6, Ivy Tech Community College of Indiana-Region 9 and Purdue University College of Technology at Muncie and Richmond, 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 across the Ohio and Indiana border while limiting the cost of such expansion to the taxpayers of Ohio and Indiana through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of Ohio and Indiana border counties without needless duplication of educational effort and to promote efficient use of existing educational facilities and resources, i.e. it is the mutual intent of the higher education agencies and institutions entering into these agreements to achieve a rough parity in terms of the costs and benefits of the student exchange.

II. TERMS

1. Duration and Termination

The Agreement shall be effective beginning July 1, 2010 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 one year. As the Agreements must coincide with the biennial budgets of the State of Ohio, the next renewal period shall be for a term commencing on sooner than July 1, 2011 and terminating no later than June 30, 2013.

- a. All parties agree to meet regularly to, at a minimum, discuss and provide updates on efforts and progress made to market the program to Indiana and Ohio residents. Regular meetings for that purpose will be coordinated by the Ohio Board of Regents and the Indiana Commission for Higher Education.
- b. The Indiana Commission for Higher Education may condition its consent to renew this Agreement on the adoption of an Amendment to expand residents' eligibility in both Ohio and Indiana to add counties extending up to the northern border of each state in a manner that maintains parity. Furthermore, the Amendment must include, at a minimum, the addition of Indiana University Purdue University at Fort Wayne as a participating Indiana institution. The Amendment may also include more participating Ohio institutions, as appropriate to maintain parity.

Except with respect to exclusion or inclusion of programs, 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.

Any participating institution may modify the list of programs that it is making available through this agreement by providing at least ninety (90) days prior written notice to all other parties to the agreement. If the change involves the exclusion of a previously included program, the change will not apply to students already enrolled in the program, either with respect to the students' eligibility for the benefits of tuition reciprocity or with respect to the state's

treatment of the enrollment of such students, for state funding or other purposes.

This Agreement may be terminated by any of the participating institutions, the Chancellor of the Ohio Board of Regents, or the Indiana Commission for Higher 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. Indiana Residents' Eligibility for Ohio Programs

The participating Ohio institutions agree to accept at Ohio resident tuition rates, any resident of Adams, Allen, Blackford, Clark, Dearborn, Decatur, Delaware, Fayette, Floyd, Franklin, Harrison, Henry, Jay, Jefferson, Jennings, Ohio, Randolph, Ripley, Rush, Scott, Switzerland, Union, Washington, Wayne, and Wells Counties of Indiana who enrolls and who satisfies all regular admission requirements (including those requirements of the specific course or program in which admission is sought) at Cincinnati State Technical & Community College, Clark State Community College, Edison Community College, Miami University Hamilton, Miami University Middletown, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Clermont College, University of Cincinnati Raymond Walters College, Wright State University Main Campus, and Wright State University Lake Campus in the courses or programs not specifically excluded from this Agreement. In this context, the word "program" may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

Majors and/or programs at Clark State Community College which are excluded from this Agreement are the following programs otherwise offered at Clark State Community College:

1. Associate Degree Nursing Program
2. Licensed Practical Nursing Certificate Program
3. LPN to RN Transition Program

Majors and/or programs at Cincinnati State Technical & Community College which are excluded from this Agreement are the following programs otherwise offered at Cincinnati State Technical & Community College:

1. Nursing programs

Majors and/or programs at Rhodes State College which are excluded from this Agreement are the following programs otherwise offered at Rhodes State College:

1. Associate Degree Nursing Program
2. Licensed Practical Nursing Certificate Program
3. LPN to ADN Transition Program

Majors and/or programs at Sinclair Community College which are excluded from this Agreement are the following programs otherwise offered at Sinclair Community College:

1. Allied health programs in dental hygiene, health information management, nursing, radiologic technology, and surgical technology.

Majors and/or programs at Sinclair Community College Warren County Campus which are excluded from this Agreement are the following programs otherwise offered at Sinclair Community College Warren County Campus:

1. Allied health programs in dental hygiene, health information management, nursing, radiologic technology, and surgical technology.

Majors and/or programs at the University of Cincinnati which are excluded from this Agreement are the following programs otherwise offered at the University of Cincinnati:

1. Nursing programs.
2. Pharmacy programs

Majors and/or programs at the University of Cincinnati Clermont College which are excluded from this Agreement are the following programs otherwise offered at the University of Cincinnati Clermont Campus:

1. Nursing programs.
2. Pharmacy programs.

Majors and/or programs at the University of Cincinnati Raymond Walters College which are excluded from this Agreement are the following programs otherwise offered at the University of Cincinnati Raymond Walters College:

1. Nursing programs.
2. Pharmacy programs.

Owens Community College agrees to accept at Ohio resident tuition rates, any resident of Indiana who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Owens Community College in the John Deere Agricultural Technician Option and Caterpillar Dealer Service Technician programs.

3. Ohio Residents' Eligibility for Indiana Programs

The participating Indiana institutions agree to accept at Indiana resident tuition rates, any resident of Butler, Darke, Mercer, Preble, Shelby, and Van Wert Counties of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific course or program in which admission is sought) at Ball State University, Indiana University East, Ivy Tech Community College of Indiana-Region 6, Ivy Tech Community College of Indiana-Region 9 and Purdue University College of Technology at Muncie and

Richmond in the courses or programs not specifically excluded from this Agreement. In this context, the word “program” may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

Majors and/or programs at Ball State University which are excluded from this Agreement are the following programs otherwise offered at Ball State University:

1. Bachelor of Arts or Science in Architecture
2. Master of Architecture

Majors and/or programs at Ivy Tech Community College of Indiana-Region 6 which are excluded from this Agreement are the following programs otherwise offered at Ivy Tech Community College of Indiana-Region 6:

1. AS in Nursing (at Muncie and Newcastle)
2. AS in Surgical Technology
3. Senior Scholars program
4. TC in Practical Nursing

Majors and/or programs at Ivy Tech Community College of Indiana-Region 9 which are excluded from this Agreement are the following programs otherwise offered at Ivy Tech Community College of Indiana-Region 9:

1. AS in Nursing
2. Senior Scholars program
3. TC in Practical Nursing
4. New Program Eligibility

Any new course or program may be included in this Agreement upon notice, as described above. In this context, the word “program” may mean a workshop, a certificate program, an associate degree program, a baccalaureate degree program, and/or a graduate degree program.

5. Resident Status

- a. During the period of the Agreement, the Chancellor of the Ohio Board of Regents will consider residents of Adams, Allen, Blackford, Clark, Dearborn, Decatur, Delaware, Fayette, Floyd, Franklin, Harrison, Henry, Jay, Jefferson, Jennings, Ohio, Randolph, Ripley, Rush, Scott, Switzerland, Union, Washington, Wayne, and Wells Counties of Indiana who attend Cincinnati State Technical & Community College, Clark State Community College, Edison Community College, Miami University Hamilton, Miami University Middletown, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Clermont College, University of Cincinnati Raymond Walters College, Wright State University Main Campus, and Wright State University Lake Campus under this Agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to Cincinnati State Technical & Community College, Clark State

Community College, Edison Community College, Miami University Hamilton, Miami University Middletown, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Clermont College, University of Cincinnati Raymond Walters College, Wright State University Main Campus, and Wright State University Lake Campus.

- b. During the period of this Agreement, the Indiana Commission for Higher Education will consider residents of Butler, Darke, Mercer, Preble, Shelby, and Van Wert Counties of Ohio who attend Ball State University, Indiana University East, Ivy Tech Community College of Indiana-Region 6, Ivy Tech Community College of Indiana-Region 9 and Purdue University College of Technology at Muncie and Richmond under this Agreement as qualifying for Indiana resident tuition rates. When determining appropriations for higher education institutions participating in this agreement, funding for the purposes of enrollment growth will be capped at the following levels for Ohio Reciprocity Students:
 - c. Ball State University: 509 Headcount/507 FTE
 - d. Indiana University-East: 335 Headcount/236 FTE
 - e. Ivy Tech Community College – Muncie: 7 Headcount/4 FTE
 - f. Ivy Tech Community College – Richmond: 192 Headcount/114 FTE

6. Continued Eligibility

Once a reciprocity student submits application to a participating institution and enrolls within twelve (12) months of the application, 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 institutions of his/her future status. If the Agreement is terminated, each participating institution may decide at that time to continue tuition reciprocity for students appropriately enrolled in eligible courses or 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.

7. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Cincinnati State Technical & Community College, Clark State Community College, Edison Community

College, Miami University Hamilton, Miami University Middletown, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Clermont College, University of Cincinnati Raymond Walters College, Wright State University Main Campus, and Wright State University Lake Campus and Ball State University, Indiana University East, Ivy Tech Community College of Indiana-Region 6, Ivy Tech Community College of Indiana-Region 9, and Purdue University College of Technology at Muncie and Richmond 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.

8. Annual Report

By June 30 of each year, Cincinnati State Technical & Community College, Clark State Community College, Edison Community College, Miami University Hamilton, Miami University Middletown, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Clermont College, University of Cincinnati Raymond Walters College, Wright State University Main Campus, and Wright State University Lake Campus and Ball State University, Indiana University East, Ivy Tech Community College of Indiana-Region 6, Ivy Tech Community College of Indiana-Region 9, and Purdue University College of Technology at Muncie and Richmond agree to provide annual reports on the enrollment and fiscal implications of the Agreement to the Indiana Commission for Higher Education and the Chancellor of the Ohio Board of Regents. Specific forms for the annual report may be prescribed by the state agencies.

III. CHANCELLOR OF THE OHIO BOARD OF REGENTS 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.

IV. INDIANA COMMISSION FOR HIGHER EDUCATION APPROVAL

This Agreement is not effective unless and until approved by the Indiana Commission for Higher Education.

V. COUNTERPARTS

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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.

DRAFT - Agreement is Not Binding Until Signed

TUITION RECIPROCITY AGREEMENT

SIGNATURE PAGE

STATE AGENCIES

Indiana

Teresa Lubbers, Commissioner
Indiana Commission for Higher Education

Signed: _____

Date: _____

Ohio

Eric D. Fingerhut, Chancellor
Ohio Board of Regents

Signed: _____

Date: _____

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SIGNATURE PAGE

INDIANA INSTITUTIONS

Jo Ann Gora, President
Ball State University

Signed: _____

Date: _____

Michael McRobbie, President
Indiana University

Signed: _____

Date: _____

Thomas Snyder, President
Ivy Tech Community College of Indiana

Signed: _____

Date: _____

France Cordova, President
Purdue University

Signed: _____

Date: _____

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TUITION RECIPROCITY AGREEMENT

SIGNATURE PAGE

OHIO INSTITUTIONS

John L. Henderson, Interim President
Cincinnati State Technical & Community College

Signed: _____

Date: _____

Karen E. Rafinski, President
Clark State Community College

Signed: _____

Date: _____

Kenneth A. Yowell, President
Edison Community College

Signed: _____

Date: _____

David Charles Hodge, President
Miami University

Signed: _____

Date: _____

Larry McDougale, Interim President
Owens Community College

Signed: _____

Date: _____

Debra McCurdy, President
Rhodes State College

Signed: _____

Date: _____

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Steven Lee Johnson, President
Sinclair Community College

Signed: _____

Date: _____

Gregory H. Williams, President
University of Cincinnati

Signed: _____

Date: _____

David R. Hopkins, President
Wright State University

Signed: _____

Date: _____

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