

## ATTACHMENT B3

### TUITION RECIPROCITY AGREEMENT

Maysville Community and Technical College  
and  
University of Cincinnati - Clermont College  
Miami University Hamilton  
Miami University Middletown

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**, the Kentucky Community and Technical College System, Maysville Community and Technical College, Miami University Hamilton Campus, Miami University Middletown Campus, and the University of Cincinnati-Clermont College 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 northern Kentucky and southern Ohio 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 Clermont, Adams, and Brown Counties in Ohio and Mason, Bracken, Lewis, and Robertson Counties in Kentucky 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 the term of 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**, 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 for Ohio Programs

Miami University Hamilton Campus, Miami University Middletown Campus, and the University of Cincinnati-Clermont College agrees to accept at Ohio resident tuition rates any resident of Bracken, Lewis, Mason, or Robertson 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 Miami University Hamilton Campus, Miami University Middletown Campus, and the University of Cincinnati-Clermont College in the programs not specifically excluded from this agreement. In this context, the word "program" may mean a workshop, a certificate program, and/or associate degree program, **or applied bachelor's degree program.**

3. Ohio Residents' Eligibility for Kentucky Programs

Maysville Community and Technical College agrees to accept at Kentucky resident tuition rates any resident of Adams, Brown, and Clermont 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 Maysville Community and Technical College in the programs not specifically excluded from this agreement. In this context, the word "program" may mean a workshop, a certificate program, and/or associate degree program.

4. New Program Eligibility

Any new program may be included in this agreement upon successful completion of the agreement's amendment process, as listed above. In this context, the word "program" may mean a workshop, a certificate program, and/or associate degree program.

5. Resident Status

- a. During the period of the agreement, the chancellor of the **Ohio Department of Higher Education** will consider residents of Bracken, Lewis, Mason, and Robertson Counties who attend the **Miami University Hamilton Campus, Miami University Middletown Campus, and** University of Cincinnati-Clermont College,

under this agreement as qualifying for Ohio resident tuition rates and as Ohio residents for the purpose of allocating funds to **Miami University Hamilton Campus, Miami University Middletown Campus, and** University of Cincinnati-Clermont 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, Brown, and Clermont Counties who attend Maysville Community and Technical College under this agreement as qualifying for Kentucky resident tuition rates and as Kentucky residents for the purpose of allocating funds to Maysville Community and Technical College.

6. 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 completion of their programs of study, subject to the biennial limitations as described in paragraph 11.1.

7. Notice, Application, and Waiver

The availability of resident tuition rates under this agreement shall be advertised to applicants and/or to students of Maysville Community and Technical College, **Miami University Hamilton Campus, Miami University Middletown Campus, and** University of Cincinnati-Clermont 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.

8. Annual Report

By June 30 of each year, the Kentucky Community and Technical College System, Maysville Community and Technical College, **Miami University Hamilton Campus, Miami University Middletown Campus, and** University of Cincinnati-Clermont 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~~

**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 PAGES

### 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 and Technical College System

Signed:\_\_\_\_\_ Date:\_\_\_\_\_

**TUITION RECIPROCITY AGREEMENT SIGNATURE PAGES**  
**INSTITUTIONS**

~~Dr. Steve Vacik~~ **Russ Ward, Interim** President  
Maysville Community and Technical College

Signed:\_\_\_\_\_ Date:\_\_\_\_\_

Dr. Neville Pinto, President  
University of Cincinnati

Signed:\_\_\_\_\_ Date:\_\_\_\_\_

Dr. Gregory P. Crawford, President  
Miami University

Signed:\_\_\_\_\_ Date:\_\_\_\_\_