

COMMISSION FOR HIGHER EDUCATION

Thursday, June 10, 2021

BUSINESS ITEM B-1:

Bilateral Reciprocity Agreement: Indiana - Ohio

Staff Recommendation

That the Commission for Higher Education approve the attached reciprocity agreement, *Tuition Reciprocity Agreement between Indiana and Ohio Agencies and Institutions 2021-2023*, in accordance with the background information provided in this agenda item.

Background

Since 2004, Indiana and Ohio have had agreements to provide reciprocal in-state tuition for residents from specified counties who attend specified postsecondary institutions in the other state. The agreement has been renewed at least eight times in the last 15 years. The last two agreements have been two-year agreements.

Since inception, the guiding principle has been that reciprocity students would be treated as residents of the state for the purpose of assessing tuition and fees.

From the student perspective, the rationale for the reciprocity agreement is to improve affordable access to degree programs, which in some cases, a student would otherwise not be able to access. From the state perspective, the rationale for the reciprocity agreement is expanding student access to degree programs without having to invest state resources into developing stand-alone new programs at Indiana institutions, which in some cases may only appeal to a limited number of students. From an institutional perspective, the rationale for the reciprocity agreement is to increase revenue by filling seats in classes that otherwise may go unfilled.

In Fiscal Year 2019-20, 267, or 34 percent, more Indiana students attended Ohio institutions than Ohio students attended Indiana institutions (1,063 vs. 796, respectively); these figures are slightly more than those for FY 2018-19 (1,052 vs. 748, respectively).

The attached agreement reflects the status quo, with two minor modifications to the prior agreement:

- Adding language that includes the applied baccalaureate degree among the programs Ohio institutions may offer to Indiana residents; and

- Adding language that includes the “General Motors Automotive Service Educational Program” to the list of offerings Owens Community College may offer to Indiana residents.

Supporting Document

- (1) Headcount Enrollment at Participating Institutions
- (2) Indiana – Ohio Reciprocity Agreement Maps, 2021-2023
- (3) *Tuition Reciprocity Agreement between Indiana and Ohio Agencies and Institutions, 2021-2023.*

**Indiana - Ohio Reciprocity Agreement:
Fiscal Year Headcount Enrollment at Participating Institutions**

Indiana Students Attending Ohio Institutions

Ohio Institutions	FY 2019 (18-19)		FY 2020 (19-20)		Grand Total FY 2019 + FY 2020
	Under-graduate	Graduate	Under-graduate	Graduate	
Bowling Green State University-Main Campus			29	4	33
Central State University	16		8		24
Cincinnati State Technical and Community College	187		166		353
Clark State Community College					
Edison State Community College					
Miami University Hamilton	34	1	33		68
Miami University Middletown	17		23		40
Northwest State Community College	11		8		19
Ohio State University Lima Campus	1		5		6
Owens Community College	3		6		9
Rhodes State College	7		9		16
Sinclair Community College (Including Warren County Campus)	32		21		53
University of Cincinnati	462	56	469	43	1,030
University of Cincinnati Blue Ash College	79		83		162
University of Cincinnati Clermont College	124		131		255
Wright State University Lake Campus	6		6		12
Wright State University Main Campus	13	3	16	3	35
	992	60	1,013	50	2,115
		1,052		1,063	

Ohio Students Attending Indiana Institutions

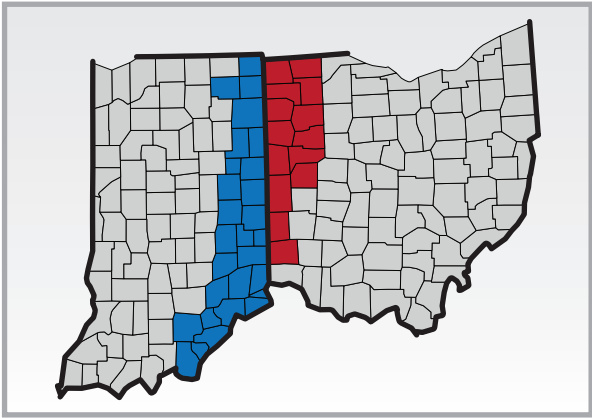
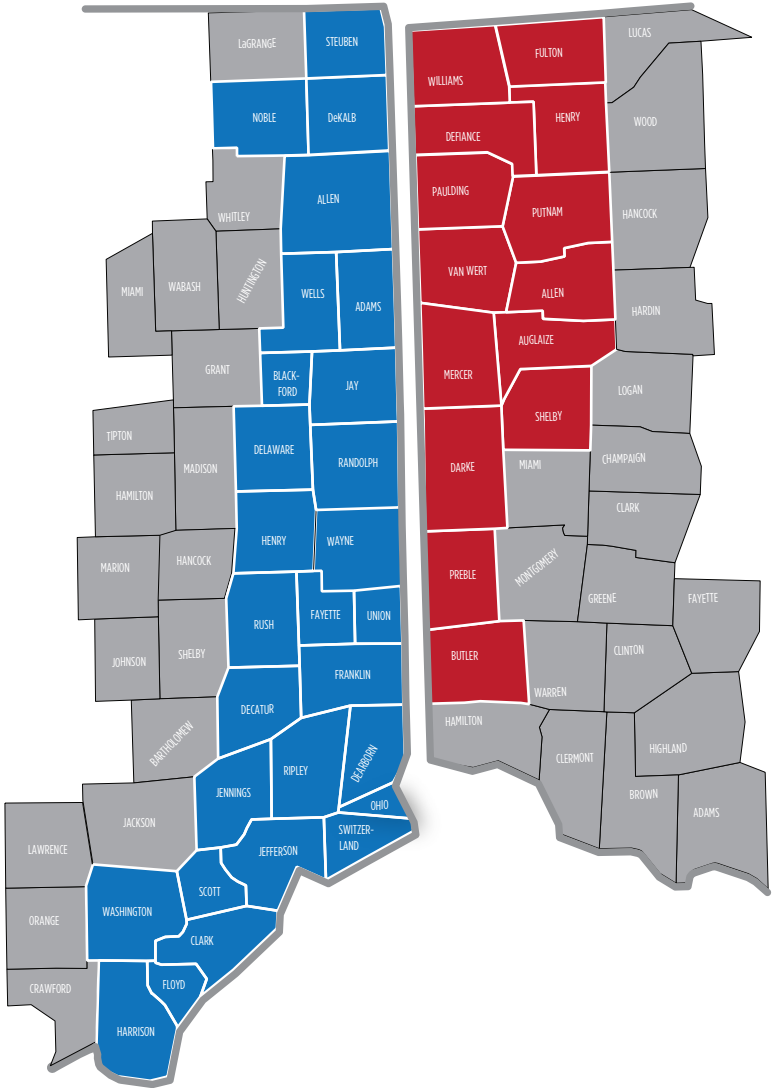
Indiana Institutions	FY 2019 (18-19)		FY 2020 (19-20)		Grand Total FY 2019 + FY 2020
	Under-Graduate	Graduate	Under-Graduate	Graduate	
Indiana University East	323	11	329	14	677
Indiana University Fort Wayne	23		33		56
Ivy Tech Community College Fort Wayne	2		15		17
Ivy Tech Community College Lawrenceburg	49		52		101
Ivy Tech Community College Richmond	119		99		218
Purdue University Polytechnic Statewide/Richmond	9		12		21
Purdue University Fort Wayne	203	9	232	10	454
	728	20	772	24	1,544
		748		796	

INDIANA - OHIO

INTERSTATE RECIPROcity AGREEMENT, 2021-2023

PARTICIPATING COUNTIES

Students from shaded counties can attend institutions in other states in all programs, with a few exceptions.



INDIANA INSTITUTIONS

INDIANA INSTITUTIONS	COUNTY
Indiana University East	Wayne
Indiana University Fort Wayne	Allen
Ivy Tech Community College Fort Wayne	Allen
Ivy Tech Community College Lawrenceburg	Dearborn
Ivy Tech Community College Richmond	Wayne
Purdue Polytechnic Statewide Richmond	Wayne
Purdue University Fort Wayne	Allen

OHIO INSTITUTIONS

OHIO INSTITUTIONS	COUNTY
Bowling Green State University	Wood
Central State University	Greene
Cincinnati State Technical & Community College	Hamilton
Clark State Community College	Clark
Edison Community College	Miami
Miami University Hamilton	Hamilton, Butler
Miami University Middleton	Butler
Northwest State Community College	Henry
Ohio State University Lima Campus	Allen
Owens Community College	Lucas
Rhodes State College	Allen
Sinclair Community College	Montgomery
Sinclair Community College	Warren
University of Cincinnati	Hamilton
University of Cincinnati Clermont College	Clermont
University of Cincinnati Blue Ash College	Hamilton
Wright State University Main Campus	Greene
Wright State University Lake Campus	Mercer



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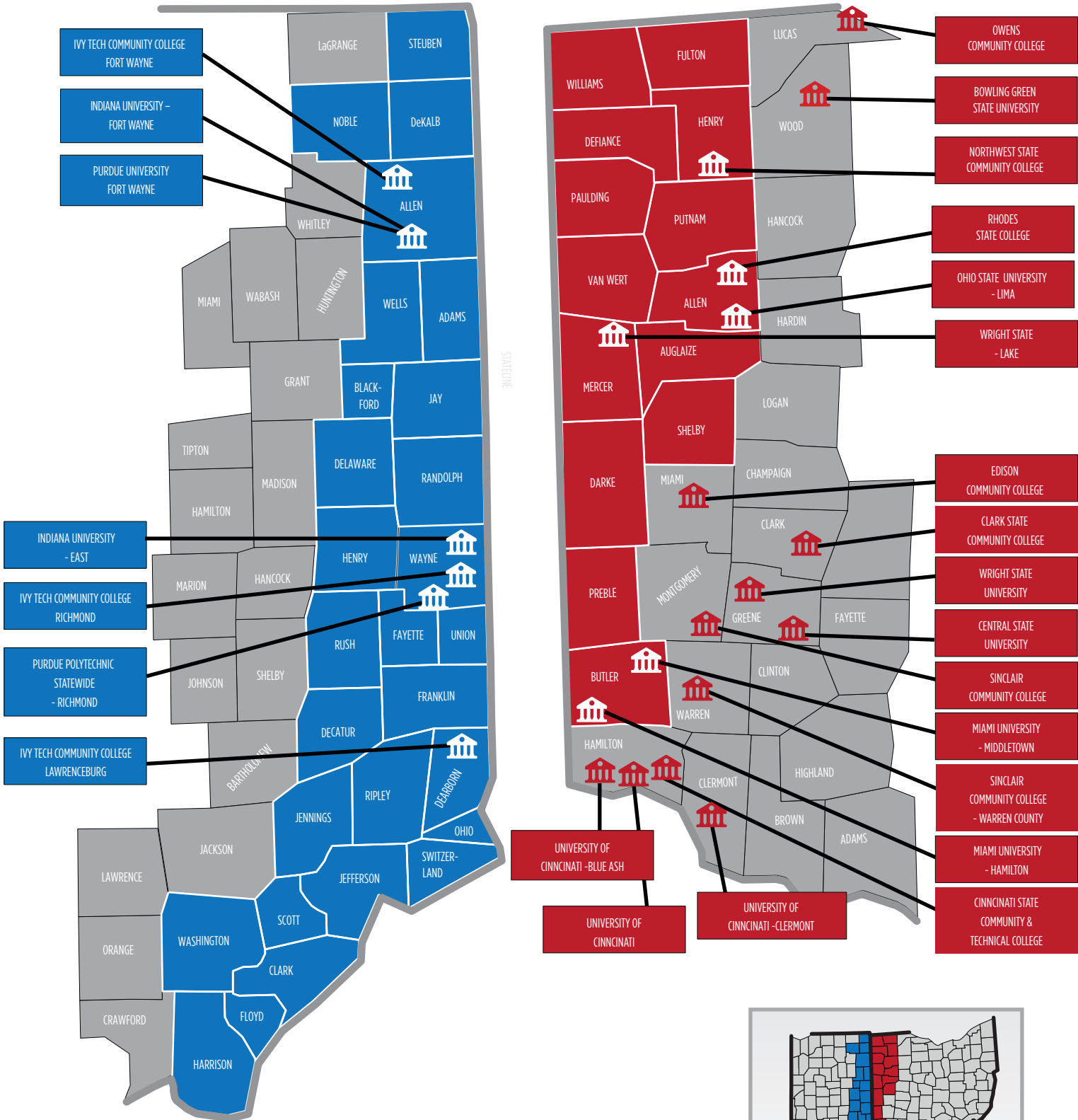
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INDIANA - OHIO

INTERSTATE RECIPROcity AGREEMENT, 2021-2023

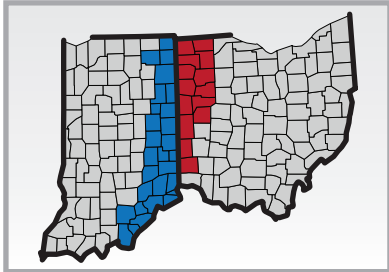
PARTICIPATING INSTITUTIONS

Students from shaded counties can attend institutions in other states in all programs, with a few exceptions.



INDIANA COMMISSION for HIGHER EDUCATION

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**TUITION RECIPROCITY AGREEMENT BETWEEN
INDIANA AND OHIO AGENCIES AND INSTITUTIONS
2021-2023**

Bowling Green State University
Central State University
Cincinnati State Technical & Community College
Clark State Community College
Edison State Community College
Miami University Hamilton
Miami University Middletown
Northwest State Community College
Ohio State University Lima Campus
Owens Community College
Rhodes State College
Sinclair Community College
Sinclair Community College Warren County Campus
University of Cincinnati
University of Cincinnati Blue Ash College
University of Cincinnati Clermont College
Wright State University Main Campus
Wright State University Lake Campus
and
Indiana University East
Indiana University Fort Wayne
Ivy Tech Community College Fort Wayne
Ivy Tech Community College Lawrenceburg
Ivy Tech Community College Richmond
Purdue Polytechnic Statewide Richmond
Purdue University Fort Wayne

This Tuition Reciprocity Agreement is entered into between (i) the Ohio Department of Higher Education and Bowling Green State University, Central State University, Cincinnati State Technical & Community College, Clark State Community College, Edison State Community College, Miami University Hamilton, Miami University Middletown, Northwest State Community College, Ohio State University Lima Campus, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Blue Ash College, University of Cincinnati Clermont 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 (the “Ohio Parties”); and (ii) the Indiana Commission for Higher Education and, Indiana University East, Indiana University Fort Wayne, Ivy Tech Community College Fort Wayne, Ivy Tech Community College Lawrenceburg, Ivy Tech Community College Richmond, Purdue Polytechnic Statewide Richmond, and Purdue University Fort Wayne (the “Indiana Parties,” and with the Ohio Parties, collectively the “Parties”), in compliance with rules and procedures of such Indiana 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 from July 1, 2021 through June 30, 2023 and may be renewed prior to June 30, 2023 by mutual consent of all of the Parties. Any such renewal of this Agreement shall be for a term of two years commencing no sooner than July 1, 2023 and expiring no later than June 30, 2025 in order to allow such renewal term to coincide with the biennial budget of the State of Ohio.

- 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 Department of Higher Education 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.

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.

- c. 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 Ohio Department of Higher Education, 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, DeKalb, Dearborn, Decatur, Delaware, Fayette, Floyd, Franklin, Harrison, Henry, Jay, Jefferson, Jennings, Noble, Ohio, Randolph, Ripley, Rush, Scott, Steuben, 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 Bowling Green State University, Central State University, Cincinnati State Technical & Community College, Clark State Community College, Edison State Community College, Miami University Hamilton, Miami University Middletown, Northwest State Community College, Ohio State University Lima Campus, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Blue Ash College, University of Cincinnati Clermont 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, an applied 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 Blue Ash College which are excluded from this Agreement are the following programs otherwise offered at the University of Cincinnati Blue Ash College:

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 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. All other courses or programs are excluded.

3. Ohio Residents' Eligibility for Indiana Programs

The participating Indiana institutions agree to accept at Indiana resident tuition rates, any resident of Allen, Auglaize, Butler, Darke, Defiance, Fulton, Henry, Mercer, Paulding, Preble, Putnam, Shelby, Van Wert, and Williams 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), Indiana University East, Indiana University Fort Wayne, Ivy Tech Community College Fort Wayne, Ivy Tech Community College Lawrenceburg, Ivy Tech Community College Richmond, Purdue Polytechnic Statewide Richmond, and Purdue University Fort Wayne, 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.

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 Ohio Department of Higher Education will consider residents of Adams, Allen, Blackford, Clark, DeKalb, Dearborn, Decatur, Delaware, Fayette, Floyd, Franklin, Harrison, Henry, Jay, Jefferson, Jennings, Noble, Ohio, Randolph, Ripley, Rush, Scott, Steuben, Switzerland, Union, Washington, Wayne, and Wells Counties of Indiana who attend Bowling Green State University, Central State University, Cincinnati State Technical & Community College, Clark State Community College, Edison State Community College, Miami University Hamilton, Miami University Middletown, Northwest State Community College, Ohio State University Lima Campus, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Blue Ash College, University of Cincinnati Clermont 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 Bowling Green State University, Central State University, Cincinnati State Technical & Community College, Clark State Community College, Edison State Community College, Miami University Hamilton, Miami University Middletown, Northwest State Community College, Ohio State University Lima Campus, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Blue Ash College, University of Cincinnati Clermont 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 Allen, Auglaize, Butler, Darke, Defiance, Fulton, Henry, Mercer, Paulding, Preble, Putnam, Shelby, Van Wert, and Williams Counties of Ohio who attend Indiana University East, Indiana University Fort Wayne, Ivy Tech Community College Fort Wayne, Ivy Tech Community College Lawrenceburg, Ivy Tech Community College Richmond, Purdue Polytechnic Statewide Richmond, and Purdue University Fort Wayne under this Agreement as qualifying for Indiana resident tuition rates.

6. Continued Eligibility

Once a reciprocity student submits an 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 Bowling Green State University, Central State University, Cincinnati State Technical & Community College, Clark State Community College, Edison State Community College, Miami University Hamilton, Miami University Middletown, Northwest State Community College, Ohio State University Lima Campus, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Blue Ash College, University of Cincinnati Clermont College, Wright State University Main Campus, and Wright State University Lake Campus and Indiana University East, Indiana University Fort Wayne, Ivy Tech Community College Fort Wayne, Ivy Tech Community College Lawrenceburg, Ivy Tech Community College Richmond, Purdue Polytechnic Statewide Richmond, and Purdue University Fort Wayne 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 Bowling Green State University, Central State University, Cincinnati State Technical & Community College, Clark State Community College, Edison State Community College, Miami University Hamilton, Miami University Middletown, Northwest State Community College, Ohio State University Lima Campus, Owens Community College, Rhodes State College, Sinclair Community College, Sinclair Community College Warren County Campus, University of Cincinnati, University of Cincinnati Blue Ash College, University of Cincinnati Clermont College, Wright State University Main Campus, and Wright State University Lake Campus and Indiana University East, Indiana University Fort Wayne, Ivy Tech Community College Fort Wayne, Ivy Tech Community College Lawrenceburg, Ivy Tech Community College Richmond, Purdue Polytechnic Statewide Richmond, and Purdue University Fort Wayne agree to provide annual reports on the enrollment and fiscal implications of the Agreement to the Indiana Commission for Higher Education and the Ohio Department of Higher Education. Specific forms for the annual report may be prescribed by the state agencies.

III. OHIO DEPARTMENT OF HIGHER EDUCATION APPROVAL

This Agreement is not effective unless and until approved by the Ohio Department of Higher Education 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; ENTIRE AGREEMENT

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.

This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings among the Parties with respect thereto.