

## TUITION RECIPROCAL AGREEMENT

Owens Community College  
The University of Toledo  
And  
Monroe County Community College

This Tuition Reciprocity Agreement is entered into by and between the Chancellor of the Ohio Department of Higher Education, Owens Community College and the University of Toledo, pursuant to the provisions of Section 3333.17 of the Ohio Revised Code and the Michigan Department of Labor and Economic Opportunity-Workforce Development and Monroe County Community College, pursuant to the provisions of the Reciprocal Exchange of Educational Services Act, 1972 PA 251, MCL 390.501 *et seq.*, and in compliance with rules and procedures of these 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 Michigan through collaboration among public institutions of higher education. The intended outcomes of this collaboration are to increase the availability of programs to residents of this 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, 2019 through June 30, 2021 and may be renewed prior to June 30, 2021 by mutual consent of all of the Parties for a period of two-years. Once the Agreement has expired on June 30, 2021, a new Agreement must be entered into by the Parties.

- a. All parties agree to meet regularly to discuss expansion of the agreement prior to June 30, 2021. Regular meetings for that purpose will be coordinated by the Chancellor of the Ohio Department of Higher Education and the Michigan Department of Labor and Economic Opportunity-Workforce Development.

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.

- b. 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 Party with at least ninety (90) days prior written notice to each of the other Parties.

2. Michigan Residents' Eligibility for Ohio Programs

Owens Community College agrees to accept at Ohio resident tuition rates, any resident of Monroe County of Michigan 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 programs specifically included in 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 Owens Community College which are included in this Agreement are indicated on Attachment A.

The University of Toledo agrees to accept at Ohio resident tuition rates, any resident of Monroe County of Michigan 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 Toledo in the programs specifically included in 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.

All programs offered at the University of Toledo are included in this Agreement.

3. Ohio Residents' Eligibility for Michigan Programs

Monroe County Community College agrees to accept at Michigan in-state, out-of-district tuition rates, any resident of Ohio who enrolls and who satisfies all regular admission requirements (including those requirements of the specific program in which admission is sought) at Monroe County Community College in the programs specifically included in 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 Monroe County Community College which are included in this Agreement are indicated on Attachment A.

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, 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 Michigan who attend Owens Community College and the University of Toledo

under this Agreement as qualifying for Ohio resident tuition rates, and as Ohio residents for the purpose of allocating funds to Owens Community College and the University of Toledo.

- b. During the period of this Agreement, the Michigan Department of Labor and Economic Opportunity-Workforce Development will consider residents of Ohio who attend Monroe County Community College under this Agreement as qualifying for Michigan, in-state, out-of-district tuition rates.

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 institutions 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.

7. Notice, Application, and Waiver

The availability of in-state, out-of-district, or resident tuition rates under this agreement shall be advertised to applicants and/or to students of Owens Community College and the University of Toledo, and Monroe County Community College by any means deemed appropriate by those institutions.

All eligible students who want to receive in-state, out-of-district, or 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 the reciprocal rates under this agreement.

8. Annual Report

By June 30 of each year, Owens Community College and the University of Toledo, and Monroe County Community College agree to provide annual reports on the enrollment and fiscal implications of the Agreement to the other respective institutions, the Michigan Department of Labor and Economic Opportunity-Workforce Development, and the Ohio Department of Higher Education. Specific forms for the annual report may be prescribed by the state agencies.

III. **THE 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. MICHIGAN LEGISLATIVE APPROVAL**

This agreement is not valid unless and until approved by the appropriations committees of the Michigan House of Representatives and the Michigan Senate.

**V. 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**

**Michigan**

Stephanie Beckhorn

Director

Michigan Department of Labor and Economic Opportunity-Workforce Development

Signed: Sharon Beckhorn

Date: 12 August - 2019

Senator Jim Stamas

Chair

Senate Appropriations Committee

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

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

Representative Shane Hernandez

Chair

House Appropriations Committee

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

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

**Ohio**

Randy Gardner, Chancellor

Ohio Department of Higher Education

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

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

**INSTITUTIONS**

**MICHIGAN**

**Dr. Kojo Quartey, President**

**Monroe County Community College**

**Signed: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**OHIO**

**Dr. Steve Robinson, President**

**Owens Community College**

**Signed: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Dr. Sharon L. Gaber, President**

**University of Toledo**

**Signed: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**Owens Community College  
And  
Monroe County Community College**

**ELIGIBLE PROGRAMS OFFERED AT MONROE COUNTY COMMUNITY COLLEGE**

- \* Education (AA/AS)
- \* Early Childhood Education
- \* Early Childhood Education Certificate
- \* Teacher Parapro

**Applied Science and Engineering Technology**

- Automotive Engineering Technology
- Automotive Engineering Technology Certificate
- Construction Management Technology
- Mechanical Engineering Technology
- Metrology & Quality Technology
- Metrology Technology Certificate
- Quality Technology Certificate
- Non-destructive Testing
  - Basic Certificate
  - Advanced Certificate
- Nuclear Engineering Technology
- Renewable Energy
- Solar Energy Certificate
- Wind Energy Certificate

**Business Division**

- Agriculture (in partnership with Eastern Michigan University)
- CIS- Cybersecurity & Information Assurance Technology

**Health Sciences Division**

- \* Practical Nursing Certificate
- \* Nursing, Registered
- \* PN to RN Option
- Phlebotomy Technician Certificate
- Respiratory Therapy

**ELIGIBLE PROGRAMS OFFERED AT OWENS COMMUNITY COLLEGE**

**School of Business, Information and Public Service**

- Dietetic Technology
- Entrepreneurship Major
- Marketing and Sales Technology

**School of Liberal Arts**

- Commercial Art Technology

Commercial Photography Technology  
Early Childhood Education Technology  
Music Business Technology

**School of Nursing and Health Professions**

Dental Hygiene  
Diagnostic Medical Sonography  
Health Information Technology  
Medical Coding Certificate  
Magnetic Resonance Imaging  
Medical Assistant Technology  
Nursing Program (Registered Nurse Program, LPN/AND Progression Program, Practical Nursing Certificate)  
Occupational Therapy Assistant Program  
Physical Therapist Assistant Program  
Radiographic Technology  
Surgical Technology

**School of Science, Technology, Engineering and Mathematics**

Architectural Engineering Technology  
Automotive Service Management Major  
Biomedical Electronics Major  
Diesel Service Certificate  
Diesel Technology  
General Motors Automotive Service Educational Program (ASEP)  
Information Systems  
Landscape and Turfgrass Management Major  
Networking and Information Systems Support