

**MISSOURI - KANSAS AGREEMENT ON ARCHITECTURE,
DENTISTRY, AND OPTOMETRY**

AN AGREEMENT

By and Between The Kansas Board of Regents,
The Missouri Coordinating Board for Higher Education,
and The Curators of The University of Missouri
Regarding Reciprocal Tuition and the Exchange of Students

In order to expand student access to academic programming not available in the respective states of Missouri and Kansas and to promote the efficient utilization of existing resources, the Missouri Coordinating Board for Higher Education, the Kansas Board of Regents, and the Curators of the University of Missouri agree to establish a reciprocal tuition agreement for Missouri residents desiring to study in the professionally accredited architecture, architectural engineering, landscape architecture, or interior architecture programs in the School of Architecture, Design, and Planning at the University of Kansas or the College of Architecture and Design at Kansas State University, and for Kansas residents desiring to study accredited professional programs in dentistry at the University of Missouri-Kansas City School of Dentistry or optometry at the University of Missouri-St. Louis School of Optometry. The following provisions and procedures shall govern this agreement.

I. Admission Requirements

Missouri students desiring to study in the Kansas programs under this agreement shall apply directly to the Kansas programs for admission and must be granted unconditional admission to the appropriate professional school in accordance with customary institutional procedures. Kansas students desiring to study in the Missouri programs under this agreement shall apply to the Kansas Board of Regents to be designated as a potential applicant. Kansas students interested in optometry shall only be designated as a potential applicant if they agree to comply with the requirements of K.S.A. 74-3270 through 74-3273, including engaging in the practice of optometry in Kansas on a full-time basis following successful completion of the optometry program. After receiving the designation as potential applicants, Kansas students shall apply directly to the Missouri programs for admission and must be granted unconditional admission to the appropriate professional school in accordance with customary institutional procedures. Once admitted, students covered by this agreement shall be entitled to all customary rights and privileges accorded out-of-state students.

II. Limitations on Number of Reciprocal Tuition Waivers

The institutions participating in this reciprocal tuition agreement may admit as many Kansas or Missouri students to the programs under this agreement as may qualify for admission although they shall endeavor to structure admissions so a reasonably steady flow of new students can be maintained from one year to the next. However, the total number of out-of-state tuition waivers under this agreement for all students shall be 97 for Kansas residents, with 85 Kansas residents in the UMKC School of Dentistry and 12 Kansas residents in the University of Missouri-St. Louis School of Optometry. For Missouri residents, a total of 491 out-of-state tuition waivers in the

architecture programs at both Kansas institutions combined shall be available. The number of waivers for architecture students shall be divided between the University of Kansas and Kansas State University, as determined by the Kansas Board of Regents, to ensure an equitable distribution of total waivers between the two institutions.

Any present or future bilateral articulation agreements between a Missouri institution and the Kansas Board of Regents regarding architecture education and any subsequent award of out-of-state tuition waivers shall not be a part of this agreement and shall not reduce the limit of 491 tuition waivers for Missouri students studying architecture at these Kansas institutions as established by this agreement. Any present or future bilateral articulation agreements between a Missouri institution and the Kansas Board of Regents regarding dentistry or optometry education and any subsequent award of out-of-state tuition waivers shall not be a part of this agreement and shall not reduce the limit of 97 tuition waivers for Kansas students studying dentistry or optometry at these Missouri institutions as established by this agreement.

Thirty-six (36) out of state fee waivers for Missouri students will be set aside for UMKC students each year. As part of the UMKC/KSU Cooperative Agreement, students who complete the professional design curriculum at UMKC and meet all the academic requirements for transfer to Kansas State University College of Architecture, Planning and Design would be guaranteed out of state fee waivers for Missouri students when they matriculate to Kansas State University. All unused fee waivers will be awarded to KSU for distribution to other eligible Missouri residents.

III. Purchase of Additional Waivers

On a space-available basis as determined by the admitting institution(s), either state may elect to purchase additional waivers beyond the limits stated in Section II by paying the difference between in-state and out-of-state fees. The number of waivers purchased shall be dependent upon appropriations for that purpose and the expanded limit established by the admitting institution. In order to exercise this option, the interested state shall inform its counterpart of its intent not later than July 15 of the prior academic year.

IV. General Student Eligibility Standards

To be eligible to receive a waiver of out-of-state tuition under this agreement and to qualify for an annual renewal of the waivers, a student must satisfy the following criteria:

- A. Demonstrate that he or she satisfies the residency requirements of his or her respective home state. In cases of dispute, the final decision on residency shall be made by the Missouri Coordinating Board for Higher Education for Missouri students and by the Kansas Board of Regents for Kansas students.
- B. Maintain full-time, continuous enrollment, not including summer sessions. Exceptions to this provision shall be limited to (1) a student who must interrupt his/her studies owing to a bona fide medical problem, as determined jointly by the

student's physician and the institution, and (2) a student who receives an approved leave of absence from the academic program in which he or she is enrolled.

- C. Maintain satisfactory academic progress as defined by the admitting institution.
- D. Sign a FERPA release form to permit the administrating institution to fulfill reporting requirements of Section X.

V. Status of Current Students

Subject to the availability of tuition waivers under the limits established by this agreement, all eligible students enrolled on April 1, 2016, in one of the schools specified in this agreement with an out-of-state tuition waiver shall continue to receive an out-of-state waiver during the duration of this agreement provided he or she continues to satisfy the eligibility criteria in Section IV. Continued eligibility for waivers in subsequent terms shall be governed by the remaining provisions of this agreement.

Former students with advanced standing who are presently on an approved leave of absence and who would otherwise have been eligible to receive a tuition waiver this past year shall also qualify for a waiver under the same provisions as other current continuing students.

VI. Priority Ranking for Classes of Students

In the event that more students are eligible for tuition waivers than permitted by the limits established in Section II plus any additional waivers purchased under Section III, the following priority ranking for classes of students shall be followed for the assignment of tuition waiver recipients, subject to the limits on eligibility as defined in the provisions of this agreement.

- A. First priority shall be given to all full-time, continuing students in good standing who have already begun their professional course work and who had, during the previous academic term, a tuition waiver or a waiver purchased by their home state with the exception that no students shall receive a waiver for more academic years of subsidized study than ordinarily required by a full-time student to complete a degree program in a field of study included in this agreement, as determined by the admitting institution.
- B. Second priority shall be given to all first-time entering students and any continuing students in good standing who did not have a waiver during the previous academic term.

VII. Rank Ordering to Eligible Students Within Classes

If only a portion of all continuing students who held a waiver the previous term can be awarded a waiver in the upcoming term, all second-year (sophomore) students shall be rank ordered in the manner described in this section, and all waivers that are available for students in this group shall be awarded on a competitive basis. Similarly, if only a portion of all first-time entering students

and continuing students who did not receive a waiver the previous term can be awarded a waiver, all of these students shall be rank ordered in the manner described, and all waivers that are available for students in this group shall be awarded on a competitive basis.

Eligible students affected by the provisions of this section shall be rank ordered in terms of academic performance and unmet financial need as determined by the admitting institution. The student at the top of the rank-ordered list shall receive the first available out-of-state tuition waiver, and all remaining waivers shall be awarded in descending order of priority ranking.

Eligible students who do not receive a waiver as a result of this process shall constitute a rank-ordered waiting list that shall be utilized as described in Section VIII.

VIII. Waiting Lists

In the event a student receiving a tuition waiver under this agreement terminates his or her studies during the fall term or otherwise becomes ineligible, the admitting institution shall, at the beginning of the subsequent spring term, assign the vacant waiver to the first eligible student on the waiting list established in Section VII. The waiting list at each institution shall be recalculated at the end of each term. Students entering at mid-year shall be added to the institution's waiting list for that year.

IX. Nondiscriminatory Selection Procedures

The admission of students and the assignment of waivers under this agreement shall be accomplished in accordance with all applicable state and federal nondiscrimination statutes.

X. Reporting Requirements

Within fifteen (15) working days following the official census date for each institution for both the fall and spring terms, each participating institution shall provide the Missouri Coordinating Board for Higher Education, the Kansas Board of Regents, and the Board of Curators of the University of Missouri a summary report on the students receiving a tuition waiver under this agreement. This report shall include the name, address, classification status, and major of each student receiving an out-of-state tuition waiver. This report shall also include the name and address, in rank order, of students on any waiting lists that may have been established.

XI. Implementation

This agreement shall become effective July 1, 2016, and shall remain in effect until June 30, 2021, with the proviso that in the event this agreement is not renewed or extended, students enrolled in a program who hold out-of-state tuition waivers under this agreement at the time it expires shall continue to receive this benefit until their graduation or until they would otherwise become ineligible under the terms of this agreement. Representatives of the Missouri Coordinating Board for Higher Education, the Kansas Board of Regents, and the Board of Curators of the University of Missouri, as designated by each organization, shall meet, as determined necessary and appropriate by the parties, to evaluate this agreement.

XII. General

- A. Any notices or other communications required or permitted to be given or delivered hereunder shall be in writing and shall be sufficiently given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at their addresses first appearing above or at such other addresses as either party may from time to time designate to the other in writing, and such notice or other communication shall be deemed to be given as of the date it was personally delivered or deposited in the mail, as the case may be.
- B. None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned except by written agreement of the parties, and no delay by a party in enforcing any of its rights hereunder shall be deemed a waiver of such rights.
- C. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall in no way affect any other condition, covenant, or other provision herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant, or other provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- D. This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings relating to the subject matter hereof. This agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and assigns. The article or section headings, if any, of this agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the parties. This agreement shall be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument. The person who executes this contract on behalf of a party to the contract expressly represents and warrants that he/she has the full and complete authority to do so.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and/or authorized the same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said agreement to become effective as of the later date.

THE KANSAS BOARD OF REGENTS

THE MISSOURI COORDINATING BOARD FOR HIGHER EDUCATION

Zoe Newton
(Signature)

Leroy Wade
(Signature)

~~Shane Bangerter~~ Zoe Newton
(Printed Name)

Leroy Wade
(Printed Name)

Chair, Kansas Board of Regents

Interim Commissioner of Higher Education

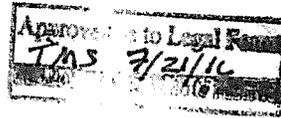
(Title)

(Title)

(Date)

7/18/2016
(Date)

THE CURATORS OF THE UNIVERSITY OF MISSOURI



[Signature]
(Signature)

(Printed Name)

(Title)

(Date)