

Commonwealth of Kentucky Council on Postsecondary Education

**APPLICATION FOR LICENSURE
AS AN OUT-OF-STATE INSTITUTION
TO OPERATE IN THE COMMONWEALTH OF KENTUCKY
PURSUANT TO 13 KAR 1:020
Edition November 2009**

**Applicant institutions shall submit the information below to:
Council on Postsecondary Education
1024 Capital Center Drive, Suite 320
Frankfort Ky 40601-8204**

Section I: Institutional Information

1. Name and address of institution. Includes URL (Web page) address.
2. Chief executive officer: Name, title, address, and phone number.
3. Institutional liaison with Council on Postsecondary Education: Name, title, address, phone number, fax number, and e-mail address.
4. Vitae for directors, owners, trustees, and central administrators (i.e., president, chief academic officer, chief financial officer) -- (*Forms A(1) and A(2) attached*)
5. Accreditation/licensure status

If accredited/licensed by another agency, provide verification.
If not accredited/licensed by another agency, indicate if, when, and from whom such accreditation/licensure will be sought.
6. Mission statement (i.e., purpose of institution)
7. Name and address of facility in Kentucky
8. Principal Administrator in Kentucky: Name, title, address, phone number, email address, and vitae

Section II: Financial Information

1. Bank or financial institution reference
2. Institution's estimated expenditures and revenue (*Forms B and C attached*)
3. Guaranty of tuition refunds

A statement from an independent certified public accountant that a surety bond (*form attached*) is equal to or in excess of the projected unearned tuition. Note: Projected unearned tuition is based on expected enrollment and tuition.

Section III: Academic Program Information (*Complete for each program, or each course if not offering an entire program*)

1. Degree awarded
2. Admission requirements
3. Total hours for completion of major/minor and degree, and time limitation for completion of program
4. Program curriculum delineating general education, required, and elective courses for the degree, and a syllabus for each *required* course
5. Sub-specialties offered within the program, if any
6. Impact on and/or affiliation with related programs, institutions, agencies in the service area
7. Description of student clientele, including projected number of majors and program graduates for first five years
8. Program enrollment (*Form D attached*)
9. Method(s) by which program and students will be evaluated

Section IV: Faculty Information

1. Vitae (*Form E attached*)
2. Course assignments (*Form F attached*)

Section V: Tuition and Fee Information

1. Student tuition and fee schedule, including application fees, full-time and part-time tuition, and student activity or other required fees
2. Student tuition and fee refund policy

Section VI: Facilities and Equipment Information

1. Facility survey (*Form G attached*)
2. Verification of compliance with all applicable local, state, or federal safety and fire codes
3. Instructional equipment to be acquired and utilized during program's first five years

Section VII: Library Information

1. Collection (*Form H attached*)
2. Budget (*Form I attached*)
3. Lease, contract, or letter of agreement authorizing use of other library collection, if any

Section VIII: Supporting Documents to Accompany Application

1. College charter (Articles of Incorporation)
2. College constitution and by-laws
3. College catalogue
4. Student recruitment, enrollment, contract, and/or agreement forms
5. Accreditation/licensure reports from other agencies
6. Copy of "Application for Certificate of Authority" to transact business in Kentucky (original to be mailed directly to Kentucky Secretary of State pursuant to instructions on the form)

Attachments: Forms A-I

Commonwealth of Kentucky
COUNCIL ON POSTSECONDARY EDUCATION
Frankfort, Kentucky

KNOW ALL MEN BY THESE PRESENTS: That we, _____
_____ of _____, as principal and _____
_____ of _____
_____ as surety, are held and firmly bound unto the Council on Postsecondary Education,
Commonwealth of Kentucky, 1024 Capital Center Drive, Suite 320, Frankfort, Kentucky 40601-8204, in the penal sum of
_____ Dollars (\$) _____) lawful money of the United States, for the payment of which, well and truly
to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents under the terms and conditions as required by KRS 164 and 13 KAR 1:020.

WHEREAS, the above bonded principal has made application for a License as a higher education institution for the term
beginning July 1, 20 _____ and ending June 30, 20 _____ pursuant to the provisions of KRS 164.

NOW THEREFORE, the conditions of the herein described obligation are as follows:

- A. Pursuant to KRS 164 and 13 KAR 1:020, the principal shall indemnify any student, enrollee, or student's parent(s) or guardian(s) suffering a loss or damage as a result of:
 - 1. Any fraud or misrepresentation used in procuring his enrollment; or
 - 2. Any fraud or misrepresentation as represented by the application for Licensure; or
 - 3. A student being unable to complete the course or courses because said Institution (the hereinabove named principal) ceased operation.
- B. Such indemnification by the principal shall in no case exceed the advanced tuition paid, or to be paid, by said student or students or any such parent or guardian; and regardless of the number of years that said Institution's bond is enforced, the aggregate liability of the surety bond shall in no event exceed the above stated penal sum of the bond.
- C. Surety on said bond may be released therefrom after said surety shall have made written notice thereof directed to the Council at 1024 Capital Center Drive, Suite 320, Frankfort, Kentucky 40601-8204, at least thirty (30) days prior to said release, but shall remain liable for any verified complaints made by students within said thirty (30) day period or prior thereto.
- D. The herein described bond may be continuous, and may be so continued from year to year upon the issuance of a Continuation Certificate by the surety, and delivery to the Council; provided however, regardless of the number of years this bond remains in force, the aggregate liability of the surety for any and all claims shall in no event exceed the penal sum of the bond as shown above.
- E. This bond's obligations shall be construed under the purview of the laws of the Commonwealth of Kentucky and the rules and regulations of the Council on Postsecondary Education, said Statutes, Rules and Regulations being incorporated by reference as if fully stated herein.

IN WITNESS THEREOF, the Principal and Surety have signed and sealed this instrument this _____ day of _____, 20 _____.

Principal
By _____
Title

Surety
By _____
Attorney-in-Fact Title