MEMORANDUM OF UNDERSTANDING BETWEEN INDIANA AND KENTUCKY REGARDING TUITION RECIPROCITY 2013-2017

Parties

For Indiana: Indiana Commission for Higher Education, University of Southern Indiana, Ivy Tech Community College Regions 11 (Batesville, Lawrenceburg, and Madison), 12 (Evansville), and 13 (Sellersburg), Indiana University Southeast, and Purdue Statewide Technology

For Kentucky: Kentucky Council on Postsecondary Education, Henderson Community College, Owensboro Community and Technical College, Jefferson Community and Technical College, Gateway Community and Technical College, University of Louisville, Western Kentucky University – Owensboro campus, and Northern Kentucky University

Purpose

The states of Indiana and Kentucky desire to provide postsecondary opportunities for the residents of designated counties in both states. Under this agreement, eligible students will be assessed tuition and fees at the enrolling institutions' resident rate, unless otherwise stated in this agreement.

This agreement describes how both states will provide such opportunities.

Period Covered By Agreement

July 1, 2013 – June 30, 2017

Eligible Students

A. To be eligible under the terms of this agreement, students must (1) be legal residents of one of the counties designated by both states as an eligible county, (2) be accepted by an eligible institution identified as accepting students from that county as outlined in Appendix A, and (3) enroll at that institution.

B. Eligible students may enroll in any undergraduate or graduate degree program offered by the eligible institution with these exceptions: Dental, Medical, and Law programs.

C. Eligible students may enroll on a full-time or part-time basis.

D. Eligible students shall be subject to the same general or selective program admission standards as resident students.

E. Part-time students enrolled exclusively in online courses are not eligible to participate under reciprocity.

F. Under this agreement, eligible students shall be assessed tuition and fees at the enrolling institutions' resident rate, with the exception of eligible Indiana resident students attending Northern Kentucky University, who shall be charged no more than the 2012-2013 tuition rate of $8,808 per year until the Kentucky resident rate equals or exceeds $8,808 per year, or July 1, 2016, whichever comes first. From that point forward, all eligible students shall be assessed tuition and fees at the enrolling institutions' resident rate.

Terms Of Agreement

A. The states of Indiana and Kentucky agree:

1. For the duration of this agreement, eligible counties shall consist of those counties listed in Appendix A.

2. That the public postsecondary institutions that will participate in this agreement are those listed in Appendix A. Each state will publicize the other state's eligible institutions.

3. To treat reciprocity students as resident students when determining appropriations for higher education.

4. That, in the event that this agreement is not renewed, enrolled reciprocity students may complete their degree programs with state support at reciprocal rates of tuition or at the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.

5. To jointly monitor cross-border student flows under this agreement.

6. To confer annually to discuss the agreement and its impact, and to recommend changes as might be appropriate and mutually agreed upon under conditions of Section VI. A. below.

B. Each participating institution will:

1. Treat eligible students as resident students for admission and placement purposes.

2. Treat eligible students as resident students with respect to registration, refunds, student records, and academic advising.

3. Report eligible student headcount, FTE, and credit hours each academic term to its state agency for higher education.

4. Report eligible students as separately identifiable out-of-state students when reporting enrollment data to its state agency for higher education.

5. Periodically assess the progress of this agreement and to consider changes as might be appropriate.

Amendment, Renewal Or Termination Of Agreement

A. 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:

1. Amendments must be presented to each of the parties of this agreement for their consideration.

2. 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.

3. The responses will be sent to all parties in the agreement.

4. After 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.

C. Discussions regarding the renewal of this agreement should begin roughly one year prior to its expiration.

D. This agreement may be terminated by any of the participating institutions, by the Indiana Commission for Higher Education, or by the Kentucky Council on Postsecondary Education, as of June 30th of any year, provided that the party electing to terminate has delivered written notice of such intention to terminate to the other parties by the preceding January 1st. In the case of such a termination by the Indiana Commission on Higher Education or the Kentucky Council on Postsecondary Education, any such election to terminate shall have the effect of terminating the agreement as to it and all other parties hereto. In the case of a participating institution, any such election to terminate shall have the effect of terminating the agreement only as to itself and its participation in the reciprocity program.

E. In the event of termination, all enrolled reciprocity students will be allowed to complete their degree programs with state support at reciprocal rates of tuition or at the then-current rate as otherwise specified in this agreement so long as they maintain continuous enrollment.

VII. 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.

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King Date
President
Kentucky Council on
Postsecondary Education

Linda M. Bennett Date
President
University of Southern Indiana

James Ramsey Date
President
University of Louisville

Thomas J. Snyder Date
President
Ivy Tech State College

Michael B. McCall Date
President
Kentucky Community and Technical
College System

Michael A. McRobbie Date
President
Indiana University

Geoffrey S. Mearns Date
President
Northern Kentucky University

Mitchell E. Daniels, Jr. Date
President
Purdue University

Gary A. Ransdell Date
President
Western Kentucky University

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King Date
President
Kentucky Council on
Postsecondary Education

Linda M. Bennett Date
President
University of Southern Indiana

James Ramsey 5/21/13 Date
President
University of Louisville

Thomas J. Snyder Date
President
Ivy Tech State College

Michael B. McCall Date
President
Kentucky Community and Technical
College System

Michael A. McRobbie Date
President
Indiana University

Geoffrey S. Mearns Date
President
Northern Kentucky University

Mitchell E. Daniels, Jr. Date
President
Purdue University

Gary A. Ransdell Date
President
Western Kentucky University

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King Date
President
Kentucky Council on
Postsecondary Education

Linda M. Bennett Date
President
University of Southern Indiana

James Ramsey Date
President
University of Louisville

Thomas J. Snyder Date
President
Ivy Tech State College

Michael B. McCall 9/9/13
Michael B. McCall Date
President
Kentucky Community and Technical
College System

Michael A. McRobbie Date
President
Indiana University

Geoffrey S. Mearns Date
President
Northern Kentucky University

Mitchell E. Daniels, Jr. Date
President
Purdue University

Gary A. Ransdell Date
President
Western Kentucky University

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King Date
President
Kentucky Council on
Postsecondary Education

Linda M. Bennett Date
President
University of Southern Indiana

James Ramsey Date
President
University of Louisville

Thomas J. Snyder Date
President
Ivy Tech State College

Michael B. McCall Date
President
Kentucky Community and Technical
College System

Michael A. McRobbie Date
President
Indiana University

4/11/13
Geoffrey S. Mearns Date
President
Northern Kentucky University

Mitchell E. Daniels, Jr. Date
President
Purdue University

Gary A. Ransdell Date
President
Western Kentucky University

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King Date
President
Kentucky Council on
Postsecondary Education

Linda M. Bennett Date
President
University of Southern Indiana

James Ramsey Date
President
University of Louisville

Thomas J. Snyder Date
President
Ivy Tech State College

Michael B. McCall Date
President
Kentucky Community and Technical
College System

Michael A. McRobbie Date
President
Indiana University

Geoffrey S. Mearns Date
President
Northern Kentucky University

Mitchell E. Daniels, Jr. Date
President
Purdue University

Gary A. Ransdell 4/8/13
Gary A. Ransdell Date
President
Western Kentucky University

VIII. Signatures

Teresa Lubbers — Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King — Date
President
Kentucky Council on
Postsecondary Education

7/1/2013

Linda M. Bennett — Date
President
University of Southern Indiana

James Ramsey — Date
President
University of Louisville

Thomas J. Snyder — Date
President
Ivy Tech Community College

Michael B. McCall — Date
President
Kentucky Community and Technical
College System

Michael A. McRobbie — Date
President
Indiana University

Geoffrey S. Mearns — Date
President
Northern Kentucky University

Mitchell E. Daniels, Jr. — Date
President
Purdue University

Gary A. Ransdell — Date
President
Western Kentucky University

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King Date
President
Kentucky Council on
Postsecondary Education

Linda M. Bennett Date
President
University of Southern Indiana

James Ramsey Date
President
University of Louisville

26 June 13

Thomas J. Snyder Date
President
Ivy Tech Community College

Michael B. McCall Date
President
Kentucky Community and Technical
College System

Michael A. McRobbie Date
President
Indiana University

Geoffrey S. Mearns Date
President
Northern Kentucky University

Mitchell E. Daniels, Jr. Date
President
Purdue University

Gary A. Ransdell Date
President
Western Kentucky University

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King Date
President
Kentucky Council on
Postsecondary Education

Linda M. Bennett Date
President
University of Southern Indiana

James Ramsey Date
President
University of Louisville

Thomas J. Snyder Date
President
Ivy Tech Community College

Michael B. McCall Date
President
Kentucky Community and Technical
College System

5/22/13

Michael A. McRobbie Date
President
Indiana University

Geoffrey S. Mearns Date
President
Northern Kentucky University

Mitchell E. Daniels, Jr. Date
President
Purdue University

Gary A. Ransdell Date
President
Western Kentucky University

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

Robert L. King Date
President
Kentucky Council on
Postsecondary Education

Linda M. Bennett Date
President
University of Southern Indiana

James Ramsey Date
President
University of Louisville

Thomas J. Snyder Date
President
Ivy Tech Community College

Michael B. McCall Date
President
Kentucky Community and Technical
College System

Michael A. McRobbie Date
President
Indiana University

Geoffrey S. Mearns Date
President
Northern Kentucky University

M E Daniels 5/13/13
Mitchell E. Daniels, Jr. Date
President
Purdue University

Gary A. Ransdell Date
President
Western Kentucky University

Appendix A
ELIGIBLE INSTITUTIONS AND COUNTIES

Indiana Institutions and Kentucky Counties

Indiana University-Southeast including Purdue Statewide Technology
- Bullitt County
- Jefferson County
- Meade County
- Oldham County
- Shelby County
- Trimble County

Ivy Tech Community College Region 11 (Batesville, Lawrenceburg and Madison)*
- Boone County
- Bracken County
- Campbell County
- Carroll County
- Gallatin County
- Grant County
- Henry County
- Kenton County
- Oldham County
- Owen County
- Pendleton County
- Trimble County

Ivy Tech Community College Region 12 (Evansville)
- Daviess County
- Hancock County
- Henderson County
- Union County

Ivy Tech Community College Region 13 (Sellersburg)
- Bullitt County
- Meade County
- Jefferson County
- Oldham County

University of Southern Indiana (Evansville)
- Daviess County
- Hancock County
- Henderson County
- Union County

Kentucky Institutions and Indiana Counties

Gateway Community and Technical College
- Dearborn County
- Franklin County
- Jefferson County
- Ohio County
- Ripley County
- Switzerland County

Henderson Community College
- Dubois County
- Gibson County
- Perry County
- Pike County
- Posey County
- Spencer County
- Vanderburgh County
- Warrick County

Jefferson Community and Technical College
- Clark County
- Crawford County
- Dearborn County
- Floyd County
- Franklin County
- Harrison County
- Jefferson County
- Ohio County
- Ripley County
- Scott County
- Switzerland County
- Washington County

Northern Kentucky University
- Dearborn County
- Franklin County
- Jefferson County
- Ohio County
- Ripley County
- **Switzerland County**

*Includes the two-plus-two completion program in Business offered by Ivy Tech Community College and Indiana University East on the Ivy Tech Community College Region 11 campus.

Owensboro Community and Technical College
- Dubois County
- Gibson County
- Perry County
- Pike County
- Posey County
- Spencer County
- Vanderburgh County
- Warrick County

University of Louisville
- Clark County
- Crawford County
- Floyd County
- Harrison County
- Perry County
- Scott County
- Washington County

Western Kentucky University - Owensboro Campus only (Junior level and above)
- Dubois County
- Gibson County
- Perry County
- Pike County
- Posey County
- Spencer County
- Vanderburgh County
- Warrick County