

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING BETWEEN INDIANA AND KENTUCKY REGARDING TUITION RECIPROCITY

2021-2025

Parties

For Indiana: Indiana Commission for Higher Education, University of Southern Indiana, Ivy Tech Community College Batesville, Evansville, Lawrenceburg, Madison, and Sellersburg, Indiana University Southeast, and Purdue Polytechnic Statewide

For Kentucky: Kentucky Council on Postsecondary Education, Henderson Community College, **Elizabethtown Community and Technical 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, 2017 – June 30, 2021~~ **July 1, 2021 - June 30, 2025**

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.~~ **Eligible students for whom space is available may enroll in fully online classes at eligible KCTCS institutions as outlined in Appendix A at the resident rate. This agreement does not preclude KCTCS from charging fully online Indiana resident students attending any KCTCS institution the Kentucky resident rate.**
- F. Under this agreement, 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 in 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.

Appendix A
ELIGIBLE INSTITUTIONS AND COUNTIES

Indiana Institutions and Kentucky Counties

Indiana University-Southeast including
Purdue Polytechnic Statewide

Bullitt County

Henry County

Jefferson County

Meade County

Oldham County

Shelby County

Spencer County

Trimble County

Ivy Tech Community College
(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
(Evansville)

Daviess County

Hancock County

Henderson County

Union County

Ivy Tech Community College
(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 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

**Elizabethtown Community and
Technical College (Meade County
Locations)**

**Crawford County
Harrison County
Perry 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

VIII. Signatures

Teresa Lubbers Date
Commissioner
Indiana Commission for
Higher Education

~~Linda~~ **Dr. Ronald Rochon** Date
President
University of Southern
Indiana

Dr. Sue Ellspermann Date
President
Ivy Tech State College

~~Mie~~ **Dr. Pamela Whitten** Date
President
Indiana University

Mitchell E. Daniels Jr. Date
President
Purdue University

~~Robert L. King~~ **Dr. Aaron** Date
Thompson
President
Kentucky Council on
Postsecondary Education

~~Greg Postel~~ **Dr. Neeli** Date
Bendapudi
President
University of Louisville

~~Jay Box~~ **Dr. Paul Czarapata** Date
Interim President
Kentucky Community and
Technical College System

~~Gerard St. Amand~~ **Dr. Ashish** Date
Vaidya
President
Northern Kentucky
University

~~Gary Ransdell~~ **Dr. Timothy C** Date
Caboni
President
Western Kentucky
University