

COMMISSION FOR HIGHER EDUCATION

Friday, October 9, 2009

NEW BUSINESS A: Amendment of the Indiana-Kentucky Reciprocity Agreement

Staff Recommendation That the Commission for Higher Education approve the *Memorandum of Understanding Between Indiana and Kentucky Regarding Tuition Reciprocity, 2007-2013, Amended May 22, 2009.*

Background The rationale for reciprocity agreements is to expand access to higher education, and also to recognize that population growth, economic development, and the need for postsecondary access seldom pay attention to state boundaries.

In 1991, Indiana and Kentucky entered into a limited agreement to provide reciprocal tuition for residents of specified counties who attend specified postsecondary institutions.

The current agreement, which is in place for 2007-13, will be amended through this Memorandum of Understanding to include additional Indiana and Kentucky counties (specified below) eligible for reciprocal tuition at specified institutions.

Indiana Institutions
Indiana University-Southeast
Meade County
Ivy Tech – Region 13 (Sellersburg)
Meade County
Kentucky Institutions
Jefferson Community and Technical College
Dearborn County
Franklin County
Jefferson County
Ohio County
Ripley County
Switzerland County

Supporting Document *Memorandum of Understanding Between Indiana and Kentucky Regarding Tuition Reciprocity, 2007-13, Amended May 22, 2009*

MEMORANDUM OF UNDERSTANDING
BETWEEN INDIANA AND KENTUCKY
REGARDING TUITION RECIPROCITY
2007-2013

I. Parties

For Indiana: Indiana Commission for Higher Education, University of Southern Indiana, Ivy Tech Community College Regions 11 (Madison/Lawrenceburg), 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, and Northern Kentucky University

II. 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 rate, unless otherwise stated in this agreement.

This agreement describes how both states will provide such opportunities.

III. Period Covered By Agreement

July 1, 2007 – June 30, 2013

IV. 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 the eligible institution, 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 are not included.
- 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 will be assessed tuition and fees at the enrolling institutions' resident rate, unless otherwise specified in this agreement.

V. Terms Of Agreement

- A. The states of Indiana and Kentucky agree:
 - 1. That eligible counties shall consist of counties bordering the other state and lying wholly, or in part, within 30 miles of the county of the eligible institution except that additional counties may be identified elsewhere in the agreement. 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. That the terms of the agreement for Northern Kentucky University are contained in Appendix B.
 - 4. To treat reciprocity students as resident students when determining appropriations for higher education.
 - 5. To encourage the University of Louisville and Indiana University Southeast to continue identifying and making available to eligible students reciprocity programs. Programs mutually identified by the institutions will be reviewed for recognition by the Indiana Commission for Higher Education and the Kentucky Council on Postsecondary Education.
 - 6. 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.
 - 7. To jointly monitor cross-border student flows under this agreement.
 - 8. To meet periodically to assess the progress of this agreement and to consider changes as might be appropriate.

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. Meet periodically with the appropriate state higher education agency to discuss the agreement and its impact, and to recommend changes as might be appropriate.

VI. 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.
 1. 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 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.
- B. The renewal or termination of this reciprocity agreement, effective July 1, 2013, will be announced no later than July 1, 2012.
- C. Prior to July 1, 2012, 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, on June 30 of any year, provided that each of the parties to the agreement has received written notice of the intention to terminate by the preceding January 1.
- D. 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

University of Southern Indiana
(Evansville)

Daviess County
Hancock County
Henderson County
Union County

Ivy Tech Community College
Region 12 (Evansville)

Daviess County
Hancock County
Henderson County
Union County

Indiana University-Southeast including
Purdue Statewide Technology

Bullitt County
Meade County
Jefferson County
Oldham County
Trimble County

Ivy Tech Community College
Region 13 (Sellersburg)

Bullitt County
Meade County
Jefferson County
Oldham County

Ivy Tech Community College
Region 11 (Madison)*

Boone County
Carroll County
Gallatin County
Trimble County

Kentucky Institutions and Indiana Counties

Henderson Community College

Perry County
Posey County
Spencer County
Vanderburgh County
Warrick County

Owensboro Community and Technical College

Perry County
Posey County
Spencer County
Vanderburgh County
Warrick County

University of Louisville

Clark County
Crawford County
Floyd County
Harrison County
Scott County
Washington County

Jefferson Community and Technical College

Clark County
Crawford County
Floyd County
Harrison County
Scott County
Washington County
Dearborn County
Franklin County
Jefferson County
Ohio County
Ripley County
Switzerland County

Gateway Community and Technical
College (Formerly Northern Kentucky
Technical College)

Dearborn County
Franklin County
Jefferson County
Ohio County
Ripley County
Switzerland 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 (Lawrenceburg) campus.

Appendix B

NORTHERN KENTUCKY UNIVERSITY

1. The state of Indiana will pay Northern Kentucky University \$207,000 annually in partial reimbursement for the enrollment of students from eligible Indiana counties through out the term of this agreement.
2. The annual tuition and required fees charged to participating Indiana undergraduate students shall not exceed 1.12 times the annual Northern Kentucky University resident undergraduate tuition and required fees.
3. Any increase in the partial reimbursement provided by the State of Indiana will be taken into consideration as the annual tuition and required fee increase for participating Indiana students is set each year.

For example:

Assuming the resident student tuition and fee charges at NKU are \$6,792 for 2009-10, the annual charges to Indiana students shall not exceed \$7,607.

