

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 4TH day of November, 1999, by and between INDIANA UNIVERSITY (hereinafter "IU"), IVY TECH STATE COLLEGE (hereinafter "Ivy Tech"), VINCENNES UNIVERSITY (hereinafter "Vincennes"), RICHMOND/WAYNE COUNTY CHAMBER OF COMMERCE, INC. (hereinafter "Chamber"), and the Indiana COMMISSION FOR HIGHER EDUCATION (hereinafter "Commission").

WHEREAS, in 1969 Eastern Indiana Community College Inc. (then a partnership between Indiana University and Earlham College) conducted a successful fund-raising campaign to establish a new institution serving the region's post-secondary educational needs, in which the local community raised \$1.25 million to acquire land in north Richmond to create a campus which would provide space for institutions offering post-secondary educational programs; and

WHEREAS, the community's intent in raising the money for the land in north Richmond was to serve the community's post-secondary educational and workforce training needs for the non-traditional, "commuter" student and business community and there are currently approximately 225 acres of land at the education "park" with IU owning approximately 204 acres and Ivy Tech owning 21 acres; and

WHEREAS, in 1992 Ivy Tech Region 9 adopted a plan to construct additional space by expanding the current main campus facility on the "Richmond Campus"; and

WHEREAS, it is the agreement of all parties herein that the best method for allowing the expansion of the Ivy Tech campus includes the transfer of approximately 30 acres of land currently owned by IU to Ivy Tech (hereinafter "Expansion Property"), which transfer the parties desire to occur through the Chamber serving as an intermediary owner pending the final approval for Ivy Tech's expansion and its need for the land; and

WHEREAS, all parties recognize that the Richmond/Wayne County area has a unique partnership already in existence between IU and Ivy Tech; and

WHEREAS, the Commissioner for Higher Education, concurred in by Ivy Tech and Vincennes, has stated publicly that the Community College development statewide would not involve Richmond for a period of five years; and

WHEREAS, it is the desire of no party to delay the expansion of Ivy Tech and the corresponding transfer of land from IU for such purposes; and

WHEREAS, IU stands ready to transfer the Expansion Property to the Chamber pursuant to law, for subsequent transfer to Ivy Tech, without any condition of future use, except for those specified in any current required agreements between IU and Ivy Tech regarding the joint campus; and

WHEREAS, IU and Ivy Tech (and the Chamber to the extent it can assist) will work together to determine and meet the educational needs of East Central Indiana including, but not limited to, working on expanding the number of articulated programs and transferable courses; and

WHEREAS, all parties acknowledge that no action can be taken in violation of Indiana law and that this Memorandum of Understanding does not invite any such action but is solely to set forth the commitment of all parties to work together in strengthening the post-secondary educational system which can serve all of the needs of East Central Indiana.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, including the above stated recitals, the parties agree as follows:

1. On or before January 1, 2000, IU agrees, subject to any approvals required by law, to either: (a) convey to the Chamber the Expansion Property for the purpose of subsequent transfer to Ivy Tech; or (b) grant the Chamber a binding option to purchase the Expansion Property for the purpose of subsequent transfer to Ivy Tech. The transfer to the Chamber shall be by gift or for nominal consideration if it is determined that IU can make such a transfer under IC 20-12-5. If it is determined that IU cannot make such a transfer, the transfer to the Chamber shall be by sale for the minimum consideration required by law. The conveyance shall be made by Quitclaim Deed in the case of a gift or by Warranty Deed in the case of a sale. To the extent that consideration is required, the proceeds paid to IU will be used to pay for infrastructure located on the Richmond Campus, which infrastructure will directly serve improvements associated with the Expansion Property and which expenditures will not require reimbursement by Ivy Tech.
2. Following the transfer by IU to the Chamber (or in lieu thereof, a binding option to purchase the Expansion Property pending the approval of Ivy Tech's expansion), the Chamber will hold the property until such time Ivy Tech's expansion is approved and the Chamber is reasonably assured that all parties are in compliance with this Memorandum of Understanding. At such time, the Chamber will then transfer the Expansion Property to Ivy Tech for the same consideration required of the Chamber.
3. The Quitclaim Deed and transfer from IU to the Chamber, and subsequent transfer from the Chamber to Ivy Tech, will contain no conditions restricting future use by Ivy Tech and will only be subject to any pre-existing agreements or conditions between IU and Ivy Tech.
4. Both IU and Ivy Tech will work together to help determine the post-secondary educational needs of East Central Indiana; will work together to develop programs to meet such needs; will work together to resolve any problems with program articulation; and will continue to further an existing partnership for the betterment of East Central Indiana. In so performing, no party shall be expected to violate any state statute or mandatory state regulation.
5. All parties understand and support the state law describing the Community College System as "a coordinated partnership of Vincennes University and Ivy Tech State College that: (1)

offers a community college curriculum at all major instructional sites of Ivy Tech State College; and (2) provides an opportunity for students to earn associate degrees that are accepted by four (4) year colleges and universities" [IC 20-12-75-4] and the implementation schedule set forth in the community college legislation.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, execute this Agreement as of the date first set forth above, although signatures may be affixed at a different time.

INDIANA UNIVERSITY

By *Myles Brant*
(Printed) MYLES BRANT
(Title) President

IVY TECH STATE COLLEGE

By *Gerald J. Lamkin*
(Printed) GERALD J. LAMKIN
(Title) President

RICHMOND/WAYNE COUNTY CHAMBER OF COMMERCE, INC.

By *Deborah Butterfield*
(Printed) DEBORAH BUTTERFIELD
(Title) President

INDIANA COMMISSION FOR HIGHER EDUCATION

By *Stan Jones*
(Printed) STAN JONES
(Title) Commissioner

VINCENNES UNIVERSITY

By *Phillip M. Summer*
(Printed) PHILLIP M. SUMMER
(Title) President