

1993-94 SESSION
COMMITTEE HEARING
RECORDS

Committee Name:

Joint Committee on
Finance (JC-Fi)

Sample:

Record of Comm. Proceedings ... RCP

- 05hrAC-EdR_RCP_pt01a
- 05hrAC-EdR_RCP_pt01b
- 05hrAC-EdR_RCP_pt02

➤ Appointments ... Appt

➤ **

➤ Clearinghouse Rules ... CRule

➤ **

➤ Committee Hearings ... CH

➤ **

➤ Committee Reports ... CR

➤ **

➤ Executive Sessions ... ES

➤ **

➤ Hearing Records ... HR

➤ **

➤ Miscellaneous ... Misc

➤ 93hrJC-Fi_Misc_pt42

➤ Record of Comm. Proceedings ... RCP

➤ **

SEP 25 1993

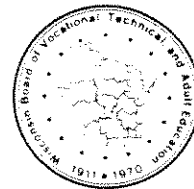
Wisconsin Board of Vocational, Technical and Adult Education

310 Price Place

P.O. Box 7874

Madison, WI 53707

608-266-1207



Dwight A. York
State Director

September 21, 1993

The Honorable Joseph Leean
Co-Chair, Joint Committee on Finance
Wisconsin Senate
State Capitol, Room 115 S
Madison, WI 53702

Dear Senator Leean:

Enclosed is a copy of the 1993 Joint Educational Agreement between Gateway Technical College and McHenry County College (of Illinois) which was signed by the parties in July. The Joint Committee on Finance last reviewed and approved the interstate agreement between Gateway and McHenry on October 9, 1991 for a January 1, 1992 effective date. According to its terms, the agreement which originally became operative in 1989 remains in force unless formally canceled by either party. The 1993 agreement, with very minor changes, therefore operates only as a continuation of that agreement.

Specifically, the 1993 updated agreement recognizes program offering modifications by Gateway which include: (1) the withdrawal of six programs (Aviation Mid-Management, Farrier, Food Service Assistant, Food Service Management, Marketing-Fashion Merchandising, and Small Engine and Chassis Mechanic); (2) the addition of two programs (Marketing-Consumer and Marketing-Business to Business); and (3) the renaming of one program (Marketing-Materials Management to Materials Management). McHenry program offerings have not been altered.

In our opinion, the changes are minor and do not alter any substantive terms of the existing Joint Educational Agreement. In the past, the Joint Committee on Finance has determined that nonsubstantive modifications of this type do not require formal Committee action.

The WBVTAE will be pleased to provide further information which may be needed. The agency contact for this agreement is Pat Collins, General Counsel, who may be reached at 267-9514.

Sincerely,

A handwritten signature in cursive script that reads "Dwight A. York".

Dwight A. York
State Director

DAY:SKC
LTR:42

cc: V. Olson, HEAB
D. Fowler, HEAB
M. Bukholt, LFB
P. Collins, WBVTAE

A JOINT EDUCATION AGREEMENT

BETWEEN

MCHENRY COUNTY COLLEGE AND GATEWAY TECHNICAL COLLEGE

THIS AGREEMENT entered into this 22nd day of July, 1993 by and between the BOARD OF TRUSTEES OF ILLINOIS COMMUNITY COLLEGE DISTRICT NO. 528, MCHENRY COUNTY COLLEGE, hereinafter referred to as McHenry, and GATEWAY BOARD OF VOCATIONAL, TECHNICAL AND ADULT EDUCATION, hereinafter referred to as Gateway, for the express purpose of providing additional educational programs to the students of each district involved in this agreement.

Programs included under this Agreement are as follows:

McHenry programs available to Gateway residents

Business Management (A.A.S.)
EMT - Ambulance (Certificate)
EMT - Paramedic (A.A.S.)
EMT - Paramedic (Certificate)
International Business (Certificate)
Teacher Assisting (Certificate)
General Studies Courses (non-degree credit)

And any individual course not offered by the "sending" institution. Enrollment in certain courses shall be limited to afternoon and evening enrollments. When any program offered by both the "sending" and "receiving" institution has reached enrollment capacity at either institution, students may be admitted to the institutional program having available enrollment space.

Gateway programs available to McHenry County residents

Aeronautics-Pilot Training (A.A.S.)
Airframe & Powerplant Mechanics (Diploma) *
Auto Body and Paint Technician (Diploma) *
Barber/Cosmetologist (Diploma) *
Civil Engineering Technician - Structural (A.A.S.)
Court & Conference Reporting (A.A.S.)
Dental Assistant (Diploma) *
Fluid Power Maintenance (Diploma) *
Fluid Power Technology (A.A.S.)
Hotel-Motel Management (A.A.S.)
Human Services Associate (A.A.S.)
Industrial Mechanic (Diploma) *
Interior Design (A.A.S.)
Legal Secretary (A.A.S.)
Machine Tool Operation (Diploma) *
Marketing-Consumer (A.A.S.)
Marketing-Business to Business (A.A.S.)
Materials Management (A.A.S.)
Medical Assistant (Diploma) *
Radio Broadcasting Technician (A.A.S.)
Surgical Technician (Diploma) *
Travel Agent (Diploma) *

Also, any individual courses not offered by the "sending" institution. Enrollment in individual courses shall be limited to afternoon and evening offerings. When any program offered by both the "sending" and "receiving" institution has reached enrollment capacity at either institution, students may be admitted to the institutional program having available enrollment space.

*For purposes of this contract, certificates and diplomas are synonymous.

WHEREAS, it is the desire of the parties hereto to expand educational services to the greatest number of students in each district served by the parties; and

WHEREAS, McHenry is empowered by virtues of Section 3-40 of the Public Community College Act (III. Rev. Stat., Ch. 122, Sec. 103-40) "To enter into contracts with any person, organization, association, or governmental agency for providing or securing educational services;" and

WHEREAS, Gateway is empowered by virtue of Section 39.42 of the State of Wisconsin Revised Statutes which has been amended to read:

"39.42 INTERSTATE AGREEMENTS. The board, with the approval of the joint committee on finance acting under s. 13.101, or the governing boards of any publicly supported institution of post-high school education, with the approval of the board and the joint committee on finance acting under s. 13.101, may enter into agreements or understandings which include remission of nonresident tuition for designated categories of students at institutions of higher education in other states to facilitate use of public higher education institutions of this state and other states. Such agreements and understandings shall have as their purpose the mutual improvement of educational advantages for residents of this state and such other states or institutions of other states with which agreements are made"; and

WHEREAS, the parties hereto believe this Agreement should be one means of implementing a viable method of cooperation between the parties hereto; and

WHEREAS, by means of this Agreement, the parties hereto desire to share programs of each institution and thereby maximize the utilization of the finances, facilities, equipment, and personnel of each institution, and by so doing, provide educational services that might otherwise be unavailable for either of the parties individually; and

WHEREAS, the parties hereto believe that implementation of this Agreement holds great promise for further development of higher education in Illinois and Wisconsin.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. INSTITUTIONAL IDENTIFICATION

For the purpose of the Agreement, the district sending the students to another district will be referred to as the "sending district" and the institution receiving students from another district will be referred to as the "receiving institution."

2. TERMS OF AGREEMENT

Any educational program offered by the parties to this Agreement shall be a program approved by the Illinois Community College Board and/or the State of Wisconsin Board of Vocational, Technical and Adult Education.

3. DURATION AND TERMINATION OF AGREEMENT

The administration of each of the parties hereto shall confer and agree upon an educational program to be subject to the terms of this Agreement prior to the beginning of such an instructional offering, and such initial Agreement shall be in force until either party issues a letter of intent to cancel the Agreement. This Agreement may be terminated at the end of any spring semester at the request of either party provided such notice is given in writing on or before March 1 of the semester. In the event of termination, students who have entered a program will be allowed a maximum of five (5) years from the date of termination to complete the program under the terms of this Agreement.

4. AMENDMENT TO AGREEMENT

Amendments and/or revisions to this Agreement may be made in writing at any time by mutual consent of all parties. The procedure for approval of such amendments and/or revisions shall follow the same procedure employed in securing approval by all parties in the original cooperative agreement.

5. CLASS SCHEDULES

Each of the parties shall work cooperatively to develop a schedule of class offerings that will attempt to be of maximum convenience to students taking classes of all districts which are a part of this Agreement. Institutional class schedules shall be exchanged and kept available for student planning.

6. APPLICATION

Applications of first time students from the "sending district" shall be accepted by the "receiving institution" only within 60 days of the beginning of the semester for which application is made. Priority for admission to the "receiving district" shall be given to residents of the state of the "receiving institution." No residents of the state of the "receiving institution" may be displaced from the "receiving institution" due to this Agreement. Continuing students shall be treated as in-district students for priority purposes in subsequent registrations. The only exception to this procedure will be in limited access programs previously cited.

7. REGISTRATION

Students, after having secured the required joint educational agreement from and information from the "sending district," shall then register at the "receiving institution" and shall be treated as members of that district for the terms of their enrollments. The "receiving institution" shall retain the rights to deny registration if the requested courses are not considered to be appropriate to this Agreement.

8. ADDITIONAL EDUCATIONAL SERVICES

The "receiving institution" shall provide support services for students from the "sending district," similar to those provided for any other student at its campus.

Courses, seminars, workshops and in-service programs related to any educational program bound by this Agreement may be offered within the district confines of any "receiving" or "sending" institution with the consent of both districts. Said programs may be carried on singly by the "sending" or "receiving" institution or jointly by both "sending" and "receiving" institutions.

9. AWARDING OF DEGREES

Earned degrees and diplomas will be provided and awarded by the "receiving institution."

10. MINIMUM OF INSTRUCTIONAL DAYS

The parties understand and agree to comply with the requirement of a minimum of fifteen weeks (75 days) of instruction, or its equivalent, per semester, exclusive of registration or days set aside for final examinations.

11. SCHOLARSHIPS AND STUDENT ACTIVITIES

The "receiving institution" shall be considered the home district for the student. Students from the "sending district" may be eligible at the "receiving institution" for any of the extracurricular activities, scholarships, or other recognition of excellence in the program for which they are attending at the "receiving institution."

12. RECORDS

The "receiving institution" shall maintain appropriate full-time equivalency (FTE), headcount, program, and course

enrollment records for students from the "sending district" in accordance with standard procedures while that student is in attendance, and will provide copies of said records to the "sending district" and interested state agencies upon request, so long as established procedures are followed.

13. CERTIFICATION OF STUDENTS

Certification procedures shall be mutually agreed upon and shall meet institutional and state agency requirements applicable to the "receiving institution."

14. PUBLICITY

Any educational program offered through this Agreement shall be duly publicized as a cooperative program in the participating district's catalogs and other informative brochures consistent with institutional policy or other similar publicity.

15. IDENTIFICATION OF CONDITIONS OF AGREEMENT TO STUDENTS

It shall be the responsibility of the "sending district" to identify the terms of this Agreement to their students going to a "receiving institution." Said students shall be subject to all normal operating rules and conditions of the campus he/she is on at any given time.

16. CONTRACTUAL RATES CHARGED STUDENTS

The parties to this Agreement shall charge the student the same contractual rate. This contractual rate shall be based upon the institution's in-district, in-state charge. In the

event this rate differs between the two institutions, the Wisconsin rate will be charged.

17. REIMBURSEMENT

The "receiving institution" shall ascertain if they are eligible to file any claims for federal reimbursement for any student enrolled in its classes.

18. STATE AND OTHER FUNDING

It is agreed by the parties to this Agreement that applications for federal and state educational funds for the "sending district" students shall be made only by the "sending district." Private or foundation grants which further the educational goals of and generally benefit all students attending the "receiving institution," whether or not they are "sending district" students, may be applied for either separately or jointly. In no event shall the ability of either or both parties to obtain federal or state educational funds be jeopardized.

19. FINANCIAL AID

The "receiving institution" is under no obligation to provide financial aid to students from the "sending district."

20. VETERAN REPORTING REQUIREMENTS

Veterans Administration reporting requirements shall be mutually agreed upon and shall meet state and federal guidelines.

21. SECONDARY SCHOOL VISITATIONS

Requests from secondary schools in the "sending district" for visitation by "receiving institution" officials will be schedules in cooperation with the "sending district" officials.

22. TRANSPORTATION

Students shall be responsible and liable for their own transportation to and from both "sending" and "receiving" districts.

23. EFFECTIVE DATE

This agreement shall be in effect upon approval of the Wisconsin Joint Committee on Finance as required under s. 39.42, Wis. Stats., or on July 22, 1993 whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date and year first above written.

BOARD OF TRUSTEES OF ILLINOIS
COMMUNITY COLLEGE DISTRICT 528

GATEWAY BOARD OF VOCATIONAL
TECHNICAL AND ADULT
EDUCATION

Raymond H. Hough
Chairman of the Board

Donald M. Richardson
Chairman of the Board

Richard C. Emmert
President

William P. McKeon
President

Dorothy Walters
Attest: Secretary of the
Board

Paul R. Edwards
Attest: Secretary of the
Board

Date: 7/26/93

Date: 7/23/93

Effective Date: July 22, 1993

Dwight A. York
Dwight A. York, State Director
State of Wisconsin Board of
Vocational, Technical and Adult
Education

Val Olsen, Executive Secretary
State of Wisconsin Higher
Educational Aids Board

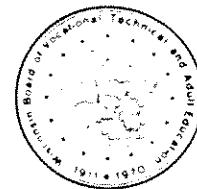
Wisconsin Board of Vocational, Technical and Adult Education

310 Price Place

P.O. Box 7874

Madison, WI 53707

608-266-1207



Dwight A. York
State Director

September 21, 1993

Valorie T. Olson, Executive Secretary
Higher Educational Aids Board
131 West Wilson, Suite 902
Madison, WI 53703

Dear Secretary Olson:

Enclosed is a copy of the 1993 Joint Education Agreement between Gateway Technical College and McHenry County College (of Illinois). The 1993 agreement continues the agreement between the two colleges which was approved by the Wisconsin Board of Vocational, Technical and Adult Education on May 8, 1991 and, following review and approval by the Higher Educational Aids Board, secured approval from the Joint Committee on Finance on October 9, 1991 for an effective date of January 1, 1992.

Please note that the 1993 agreement effects only minor changes to the s. 39.42, Stats., agreement in force between the two colleges. Specifically, the 1993 updated agreement recognizes program offering modifications by Gateway: (1) the withdrawal of six programs (Aviation Mid-Management, Farrier, Food Service Assistant, Food Service Management, Marketing-Fashion Merchandising, and Small Engine and Chassis Mechanic); (2) the addition of two programs (Marketing-Consumer and Marketing-Business to Business); and (3) the renaming of one program (Marketing-Materials Management to Materials Management). McHenry has not altered program offerings in the 1993 agreement.

Copies of the updated agreement are also being submitted by this agency to the Co-Chairs of the Joint Committee on Finance and to Legislative Fiscal Bureau staff.

Please advise whether further information is necessary. The WBVTAE contact is Pat Collins, General Counsel, at 267-9514.

Sincerely,


Dwight A. York
State Director

DAY:SKC
LTR:42

cc: Representative Barbara Linton, Co Chair, JCF
Senator Joseph Leean, Co Chair, JCF
D. Fowler, HEAB
M. Bukholt, LFB
P. Collins, WBVTAE