

Committee Name:
Joint Committee – Finance
(JC–Fi)

Appointments

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Committee Hearings

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Hearing Records

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Misc.

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Record of Committee Proceedings

99hr_JC–Fi_RCP_pt00

~~BRIDGE FACTOR ELEMENTS REPORTING~~

S. 13.10 May 3, 2000

I. Department of Administration – Linda Seemeyer, Deputy Secretary

Under the provisions of 1999 Wisconsin Act 9 (section 1v), the department requests a one-time release of \$500,000 PR expenditure authority in fiscal year 1999-2000 from the reserved portion of the Committee's appropriation under s. 20.865(4)(g) to the department's management assistance grants to counties appropriation under s. 20.505(1)(ku) for the purpose of making a management assistance grant to Menominee County.

Governor's Recommendation

Approve the request.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

GEORGE LIGHTBOURN
SECRETARY



Office of the Secretary
Post Office Box 7864
Madison, WI 53707-7864
Voice (608) 266-1741
Fax (608) 267-3842
TTY (608) 267-9629

Date: April 28, 2000

To: Members, Joint Committee on Finance

From: George Lightbourn, Secretary
Department of Administration

Subject: Section 13.10 Request from the Department of Administration for the release of \$500,000 PRO from s. 20.865(4)(g) to provide financial assistance grants to Menominee County.

Request

Under the provisions of 1999 Wisconsin Act 9 (section 1v), the department requests a one-time release of \$500,000 PR expenditure authority in fiscal year 1999-2000 from the reserved portion of the Committee's appropriation under s. 20.865(4)(g) to the departments management assistance grants to counties appropriation under s. 20.505(1)(ku), for the purpose of making a management assistance grant to Menominee County.

Background

1999 Wisconsin Act 9 created a management assistance program attached administratively to DOA to provide financial assistance grants to counties in order to fund public safety, public health, public infrastructure, public employe training and economic development. A budget of \$500,000 PR annually was provided for the program in the indicated Joint Committee of Finance program revenue supplemental appropriation. Revenues supporting the expenditure authority derive from Indian gaming receipts, which are transferred to the DOA s.20.505(1)(ku) appropriation under authority of s.20.505(8)(hm).

Grants may be awarded to counties which meet the following criteria: they (a) do not contain any incorporated municipalities; (b) have a geographic area of less than 400 square miles; (c) submit a detailed expenditure plan that identifies how funds are to be expended and how the proposed expenditures will enable the county to meet its goals outlined above; and (d) maintain fiscal records in accordance with the accounting procedures established by the Department of Revenue (DOR).

Analysis

The assistance grants provided in Act 9 are available to one or more counties, provided they meet the statutory criteria. Currently, only Menominee County meets the geographic and demographic requirements outlined in Act 9. The county has submitted a reasonably detailed expenditure plan for the funds, including rationale for the intended use of the funds. A letter from DOR to the secretary of the department certifies that the county maintains its financial record-keeping in accordance with DOR requirements.

In its report of February 1998, the Legislative Audit Bureau found that Menominee County is experiencing severe financial stress, due largely to a limited property tax base. The study suggests that "If property taxes are to be held to a reasonable level and residents of Menominee County are to be provided even minimally acceptable services, the State may have to provide financial assistance to Menominee County, at least for a time."

The county has identified three major areas it proposes to use the financial grant.

Public Administration Software and Internet Access. The county recently replaced an older computing system, not Y2K compliant, with a new system. This upgrade included a local area network linking employees as well as new operating and administrative software. The system is used to support basic business practices including budget development and reporting, payroll, procurement, accounts payable and receivable, property tax accounting, revenue reporting, and human resource administration.

The grant would address the basic software, installation, initial technical support and licensing fees. The county reports that it will absorb the ongoing costs of staff training and annual maintenance fees to keep the software current.

A portion of the funding will be used to provide internet access through a high speed data transmission connection (T1 line) with a data controller/firewall (protection against "hacking"). This standard business equipment will enable an effective system for data processing and communication. The T1 line also gives county residents ready e-mail access and allows for immediate communication across all levels of government, both within and outside of the county boundaries.

Highway Department Equipment. The county proposes to purchase items which will improve its infrastructure for maintaining highways. In order to improve road service, the county has identified two fully equipped trucks with plows, a premix shed and a gasoline dispensing system as critical. Quotes for all equipment have been obtained and are currently available for inspection, with the understanding that these bids may not be final. The vehicles identified for purchase respond to the cited LAB report which found that the county lacks adequate equipment to provide proper road maintenance.

Sheriff Department Equipment. Also included in the LAB review of Menominee county was the finding that "the most pressing concern to taxpayers is law enforcement." In response, the county indicates that acquiring two new vehicles equipped with the best mobile data communication equipment would allow officers to access the county's computer system without leaving their posts on the road. This new equipment would also allow the officers to access the State Department of Transportation's system for making queries on licensing and warrants without relying on a central dispatcher to relay the information. Also, increased traffic due to the Menominee tribe's casino has raised public safety concerns. This new equipment will better enable the officers to maintain public safety.

Table 1 represents the grant request with detailed amounts per item.

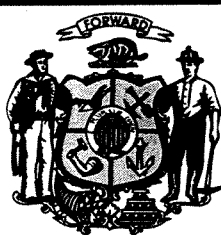
<u>Public Administration software</u>	<u>Amount</u>	<u>Total</u>
◆ Standard financial management package	\$30,000	
◆ Payroll software	20,000	
◆ Property tax	31,200	
◆ Project/grant accounting	5,000	\$86,200
<u>Internet Access</u>		
◆ Install T1 (high speed data line)	\$2,500	
◆ Router and Firewall	2,000	\$4,500
<u>Highway Department Equipment</u>		
◆ Tandem truck, fully equipped	\$125,000	
◆ Truck, fully equipped	95,000	
◆ Plows for trucks	10,000	
◆ Pre-mix storage shed	30,000	
◆ Keyed gasoline system	25,000	
◆ Matching funds for town road paving	39,300	\$324,300
<u>Sheriff Department Equipment</u>		
◆ Two fully equipped squad cars	\$60,000	
◆ Grant for new communication system	25,000	<u>\$85,000</u>
<u>Total Grant Requested:</u>		\$500,000

Recommendation

Approve the request.

Prepared by: Cynthia Dombrowski
266-5878

TOMMY G. THOMPSON
GOVERNOR
GEORGE LIGHTBOURN
SECRETARY



Mailing Address:
Post Office Box 7869
Madison, WI 53707-7869

I

Date: March 3, 2000

To: Senator Brian Burke, Co-Chair
Representative John Gard, Co-Chair
Joint Committee on Finance
Room 315-N Capitol
Madison, WI 53708-8952

From: George Lightbourn, Secretary
Department of Administration

A handwritten signature in cursive script, appearing to read "George Lightbourn".

Request

Under the provisions of 1999 Wisconsin Act 9 (section 1v), the department requests release of \$500,000 program revenue (PR) expenditure authority from the committee appropriation under s.20.865(4)(g) to the under s.20.505(1)(ku) [*management assistance grants for counties*] for the purpose of making a management assistance grant to Menominee County.

Background

1999 Wisconsin Act 9 -- the biennial budget act-- created a management assistance grant program under s.16.18, administered by DOA, to provide financial assistance to counties to fund public safety, public health, public infrastructure, public employe training and economic development. Further criteria provide that grants will be made to counties that (1) do not contain any incorporated municipalities; (2) have a geographic area of less than 400 square miles; (3) submit a detailed expenditure plan that identifies how the funds are to be expended and how the expenditures will meet goals for the functions above; and (4) maintain financial records in accordance with accounting procedures established by the Department of Revenue.

Funds in the amount of \$500,000 PR annually were established for the program and placed within the PR appropriation of the Joint Committee on Finance to be transferred under s.13.10 upon request by DOA and a finding that a county has met the eligibility criteria of the grant program. (Per Act 9, no finding of an emergency is required under this specific Committee action under s.13.10.)

Basis for the Grant

DOA is requesting release of funds for FY2000 in the amount of \$500,000 PR for Menominee County based on the following:

- Menominee County is the only county eligible under criteria 1 and 2 above.
- Menominee County has submitted a reasonably detailed expenditure plan for the funds, including rationale for use of the funds (criterion 3)

- The Department of Revenue has certified in a letter to the Secretary of DOA that the county maintains its financial records in accord with DOR requirements, and submits reports in a timely manner with acceptable accuracy (criterion 4). Refer to Attachment A

Criteria 1, 2 and 4 require no further elaboration. With respect to criterion 3--the detailed expenditure plan and program justification--the following table and explanation summarizes the grant request as received from the Office of the County Coordinator and reviewed by the department:

Table - Detailed Grant Request

<u>Public Administration software</u>	<u>Amount</u>	<u>Program Total</u>
Standard financial management package	\$ 30,000	
Payroll software	20,000	
Property tax	31,200	
Project/grant accounting	<u>5,000</u>	\$86,200
• <u>Internet Access</u>		
Install T1 (high speed data line)	\$ 2,500	
Router and firewall (file/data protection s/w)	<u>2,000</u>	4,500
• <u>Highway Department Equipment</u>		
Tandem truck, fully equipped	\$125,000	
Truck, fully equipped	95,000	
Plows for trucks	10,000	
Pre-mix storage shed	30,000	
Keyed gasoline system	25,000	
Matching funds for town road paving	<u>39,300</u>	324,300
• <u>Sheriff Department Equipment</u>		
Two fully-equipped squad cars	\$ 60,000	
Grant for new communications system	<u>25,000</u>	<u>85,000</u>
<u>Total Grant Requested:</u>		<u>\$500,000</u>

Supporting Program Narrative

Public Administration Software (\$86,200) and Internet Access(\$4,500). In preparation for Y2K, the county recently replaced an older computing system (not Y2K compliant) with new hardware and operating system. This comprehensive upgrade also included a local area network linking employees. The full configuration required the use of new operating and administrative software. The software outlined above supports common business management practices, ranging from general ledger accounting (e.g., budgeting, budget reporting, requisitioning and purchase orders, accounts payable and receivable, revenue reporting) to human resources

administration (payroll and payroll accounting.) In addition, the software request also includes a module to organize and support effective property tax administration. The grant would cover basic software, installation support and licensing fees. The county has and will absorb the on-going costs of staff training, and annual maintenance fees to keep this software up-to-date.

This software suite should function as a useful tool to enable the county to address administrative and management concerns raised in the Legislative Audit with respect to administering the taxable property base.

A small portion of the requested funding provides for **Internet access** through a high-speed data connection (T1 line) with data controller/firewall (protection against "hacking"). Such equipment is standard for all businesses and is integral to underpinning and maintaining an effective system for data processing and data communication. It can provide for ready e-mail access to the county by its residents and allows for immediate and more effective communications in general across all levels of government, both within and beyond the county boundaries. The county has also stated in its application that it anticipates cost savings by eliminating individual internet accounts through use of a higher-speed connection to the Internet.

Highway Equipment (\$324,300). Quotes for all equipment were provided and are available for inspection. While it is recognized that these quotes may not be final, the department reviewed the price quotes/specification and believes they represent the necessary dollars for these types of investments. In fact, the county will still need in some instances to provide supplementary funding to fulfill the purchases. For example the grant supports \$30,000 for a highway storage shed with a gross bid of \$44,800.

In support of the request for the highway department equipment as well as the sheriff's department vehicles identified in the succeeding section, the county provided a listing of its current vehicle inventory (see Attachment B.) The inventory shows that of 46 vehicles in the overall fleet, approximately half are pre-1990 manufactured vehicles or equipment pieces. Within the highway department, half the vehicles were manufactured in 1986 or earlier. This is consistent with the 1998 LAB report which states that the county "has inadequate facilities and equipment to provide road maintenance..."(page 2, summary). The department views the acquisition of two fully equipped trucks (estimated cost of \$220,000) and supporting plows, pre-mix shed and gasoline dispensing system as critical and reasonable investments. Quotes were provided for all equipment. The provision of funds for town road pavement is consistent with the LAB report observation that "many of the town roads in the densely developed lakes area are not paved." (ibid.)

Sheriff Equipment (\$85,000). Quotes were also provided for this portion of the grant proposal. The quotes are from the state vehicle bulletin managed by DOA. Both the base vehicle cost and the added equipment (striping, light bars, mobile data terminals, etc.) for these squad cars are consistent with the cost experience of the department vehicle fleet operation, including squad cars purchased and operated by the State Capitol police.

The 1998 LAB report summary notes that "the service of most pressing concern to taxpayers is law enforcement. Menominee County has had the highest adult and juvenile arrest rates of any county in the state." (ibid.). The county fleet inventory (see Attachment B) indicates that the Sheriff's department has eight (8) vehicles, averaging 4 years old, ranging from 1990 to 2000-model year. Acquiring and equipping two new police vehicles would represent a significant upgrade to the current Sheriff's fleet. Equipping the cars with the latest and best mobile data communication equipment enables officers to access the county computer system without leaving the road. It also enables them to access the State Department of Transportation system for making queries on licensing and warrants without relying on a central dispatcher to relay the request and the information. Increased traffic due to

Senator Brian Burke, Co-Chair
Representative John Gard, Co-Chair
March 3, 2000
page 4

the tribe's casino has raised public safety concerns especially related to speeding. Radar equipment will allow the Sheriff's department to address this particular concern.

With respect to the grant [[[matching issue could use some clarification]]] for a new communications system, the town [[[name?]]] and county are currently involved in rural addressing, scheduled to be completed by the summer of 2000. Rural addressing and a new communication system will enable local government to offer 911 emergency service to its citizens--a major accomplishment for local government.

Summary

The department requests release of \$500,000 PR expenditure authority for FY2000 to enable it to award a management assistance grant to Menominee County consistent with the purposes detailed in the county's application. The department expects the county to fulfill the terms of the grant by acquiring, installing and implementing the proposed infrastructure improvements within a reasonable period of time (12 months) from the date of the formal grant award. Should the Joint Committee on Finance release the funds to the department to make the grant to the county with any other conditions, those terms would be included in the grant award letter.

On behalf of Menominee County, I look forward to your favorable review of this request. Representatives from Menominee County and the department will be present at the next 13.10 meeting to address any questions you may have. I ask that you notify the Office of the County Coordinator as soon as the meeting date is scheduled.

attachments

cc: Rick Chandler, State Budget Director
Bob Lang, Legislative Fiscal Bureau
John Rader, Department of Revenue
Ron Corn, Menominee County Coordinator



State of Wisconsin • DEPARTMENT OF REVENUE

ATTACHMENT A

DIVISION OF STATE AND LOCAL FINANCE • MADISON, WI

ADDRESS MAIL TO:

125 South Webster Street • P.O. Box 8933
Madison, WI 53708-8933
TELEPHONE: (608) 266-9758
FAX: (608) 264-6887

February 17, 2000

George Lightbourn, Secretary
Wisconsin Department of Administration
101 East Wilson Street
Madison WI 53707

Dear Secretary Lightbourn:

I am writing in reference to the County Management Assistance Grant program, created by 1999 Act 9. As you know, counties eligible for a management grant under the program are required to maintain financial records in accordance with accounting procedures established by the Department of Revenue. This requirement is found in 16.18 (3), Wisconsin Statutes.

The terms of the County Management Assistance Grant program are such that the only county in contention for a grant in 2000 is Menominee County. Accordingly, I am writing in reference to the success of Menominee County in meeting the financial recordkeeping requirements attached to the County Management Assistance Grant program. Each year, the Division receives financial reports from all counties on their income, expenditures, and financial status.

Menominee County is required to file each year the County Financial Report Form D, as well as the County Tax Rate Limit worksheet. Menominee County has filed these forms timely and with acceptable accuracy, thereby complying with the statute in question.

Please contact me if you have any questions or require additional information.

Sincerely,

John W. Rader, Administrator

Attachment B - Memonimee County Fleet Inventory
February 2000

DEPARTMENT	YEAR	MAKE/MODEL	COST NEW
Sorted by County Department			
Assessor	1989	Ford Crown Victoria	\$14,962.00
Assessor	1992	Ford Taurus w/ Radio	\$17,286.00
Fire Keshena	1974	IHC Fire Truck	\$48,000.00
Fire Keshena	1977	GPM Dodge Fire Truck	\$25,000.00
Fire Keshena	1986	GMC Fire Truck	\$74,000.00
Fire Neopit	1978	Ford Fire Truck	\$46,100.00
Fire Neopit	1980	Mini Doge Gruman Truck	\$40,000.00
Fire Neopit	1980	Mini Doge Gruman Truck	\$40,000.00
Highway	1958	Red Cargo Truck	\$7,500.00
Highway	1975	John D Grader	\$52,608.00
Highway	1975	Miller Tilttop Full Trailer	\$3,450.00
Highway	1979	Ford	\$4,789.00
Highway	1979	Sweeper	\$5,300.00
Highway	1980	Sweeper	\$8,823.00
Highway	1984	Ford Pickup	\$11,247.00
Highway	1984	Cat Grader	\$147,015.00
Highway	1984	Best Trailer	\$11,522.00
Highway	1985	Cat Grader	\$105,273.00
Highway	1986	Ford Dump	\$47,602.00
Highway	1986	Cat Grader	\$61,582.00
Highway	1987	Keiser Jeep 6x6 Wrecker	\$ N/A
Highway	1989	Chevrolet Blazer S10 4x4	\$ N/A
Highway	1991	IHC 400 w/Dump & Radio	\$43,637.00
Highway	1991	Ford 350 Crew P/U 4x2 w/ Radio	\$18,168.00
Highway	1992	IHC Dump w/ Conveyor & Radio	\$88,520.00
Highway	1992	Ford F150 P/U S 4x2 w/ Radio	\$13,248.00
Highway	1993	Ford L800 Dump Truck	\$44,920.00
Highway	1993	Ford F150 Pickup 4x2	\$49,780.00
Highway	1994	Ford Dump L-8000	\$59,614.00
Highway	1994	Ford Dump Truck	\$44,893.00
Highway	1994	Ford Pickup 350 Crew Pickup 4x4	\$19,341.00
Highway	1995	Ford L800 Dump Truck	\$49,780.00
Human Service	1990	Plymouth 7 Passenger Van	\$15,149.00
Human Service	1993	Chevrolet Blazer S10 4x4 2-dr	\$22,500.00
Human Service	1995	Plymouth 7 Passenger Van	\$17,100.00
Human Service	1995	Plymouth 7 Passenger Van	\$17,100.00
Maintenance	1989	Ford Pickup 150 Pickup 4x4	\$12,399.00
Maintenance	1999	Dodge Ram 4x4	\$26,500.00
Sheriff	1990	Plymouth 7 Passenger Van	\$15,149.00
Sheriff	1993	E-Z Loader Boat Trailer	\$ N/A
Sheriff	1994	Smokercraft 17 Ft. Boat	\$ N/A
Sheriff	1995	Ford Crown Victoria Squad	\$16,974.00
Sheriff	1995	Ford Crown Victoria Squad	\$16,974.00
Sheriff	1995	Ford Crown Victoria Squad	\$16,974.00
Sheriff	1996	Ford Crown Victoria Squad	\$18,400.00
Sheriff	1999	Ford Crown Victoria Squad	\$24,000.00
Sheriff	1999	Jeep	\$26,595.00
Sheriff	2000	Ford Crown Victoria	\$19,508.00

II. Higher Educational Aids Board – Jane Hojan-Clark, Executive Director, and/or James Buske, Division of Programs and Policy Manager

The agency requests a supplement of \$34,500 GPR in fiscal year 2000 and \$34,500 GPR in fiscal year 2001 from the Committee's appropriation under s. 20.865(4)(a) to the board's general program operations appropriation under s. 20.235(2)(aa) in order to fund the full cost of 1.0 FTE clerical assistant position and the conversion of 0.86 FTE SEG to 0.86 FTE GPR.

Governor's Recommendation

- (1) Approve \$15,700 GPR for FY00.
- (2) Approve \$29,000 GPR for FY01.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

GEORGE LIGHTBOURN
SECRETARY



Office of the Secretary
Post Office Box 7864
Madison, WI 53707-7864
Voice (608) 266-1741
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TTY (608) 267-9629

Date: April 28, 2000

To: Members, Joint Committee on Finance

From: George Lightbourn, Secretary
Department of Administration

Subject: Section 13.10 Request from the Higher Educational Aids Board for Supplemental GPR Funding.

Request

The agency requests a supplement of \$34,500 GPR in fiscal year 2000 and \$34,500 GPR in fiscal year 2001 from the Committee's appropriation under s. 20.865(4)(a) to the board's general program operations appropriation under s. 20.235(2)(aa) in order to fund the full cost of 1.0 FTE clerical assistant position and the conversion of 0.86 FTE SEG to 0.86 FTE GPR.

Background

Under 1999 Wisconsin Act 9 (the 1999-01 biennial budget), the Higher Educational Aids Board (HEAB) received an additional 1.86 GPR FTE positions. One FTE position was approved for a new Clerical Assistant position; the remaining 0.86 FTE was approved to convert 0.86 SEG-funded FTE to 0.86 GPR-funded FTE. While 1.86 GPR FTEs were approved, 1999 Wisconsin Act 9 provided only \$34,500 GPR annually for the positions. According to HEAB staff, however, a total of \$69,000 GPR annually would be required to cover the costs of the 1.86 GPR FTE.

The agency claims that the original intent of the motion under which the 1.86 GPR FTEs were approved was to provide sufficient GPR funding for those positions, and that the provision of only \$34,500 GPR annually was, in fact, a drafting error.

Analysis

HEAB currently administers the Wisconsin Health Education Assistance Loan (WHEAL) program portfolio. While no new loans are being made under this program, HEAB is responsible for overseeing outstanding accounts. HEAB has 1.5 SEG FTE for administering the WHEAL program.

HEAB originally requested the conversion of 0.86 SEG FTE to 0.86 GPR FTE for several reasons¹. First, revenues for administering the WHEAL program are decreasing, because borrowers are paying off their loans and no new borrowers are entering the program. HEAB projects that by the end of fiscal year 2003, approximately 15 borrowers will still be repaying loans, and therefore, few WHEAL revenues will be available to fund the 1.5 SEG FTE (currently, about 80 borrowers are in repayment).

Second, the employees in these SEG-funded positions are responsible for other duties that are not specifically related to the WHEAL program. Consequently, the time spent on WHEAL-related activities does not accurately reflect the funding sources for the positions. According to HEAB staff, the employee occupying one of the SEG-funded position spends approximately 50% of his time on WHEAL-related activities, while the other SEG-funded employee spends only 11% of her time on WHEAL-related activities. The remainder of the employees' workload is related to administering GPR-funded programs.

Finally, HEAB argues that if the SEG funding for the positions were not replaced when WHEAL revenues are no longer available, the positions would have to be cut. The agency currently has 12.36 FTE, with no vacancies, to administer several programs, including: seven grant programs, two active loan programs, collections only on two inactive loan programs, two scholarship programs, two capitation programs and the Wisconsin-Minnesota Tuition Reciprocity program. Given the small size of the agency's staff, it appears HEAB could have difficulty absorbing the responsibilities of the positions that are currently funded with WHEAL revenues, if those positions were cut. Given that the non-WHEAL responsibilities of these positions are state-supported programs, GPR seems to be an appropriate funding source.

Representative Lehman authored the motion providing the positions and funding to HEAB. Discussions with the Representative's staff indicate that the original intent of the motion was to provide sufficient funding for the 1.86 GPR FTEs, and agree that the provision of only \$34,500 GPR annually in 1999 Wisconsin Act 9 was the result of a drafting error.

The funding provided in 1999 Wisconsin Act 9, combined with the funding the agency currently requests, would total \$69,000 GPR annually. Upon further analysis, however, it has become clear that HEAB will not need the entire \$34,500 GPR in both years to meet the funding needs associated with the 1.86 new GPR FTE positions.

The agency will expend the \$34,500 GPR that was provided in 1999 Wisconsin Act 9 on the salary, fringe benefit, and supplies/expenses costs associated with a Limited Term Employee (LTE) who was employed for nine months of FY00, and the new

¹ HEAB indicates that it intends to request the conversion of the remaining 0.64 FTE from SEG to GPR, and the associated GPR funding, in its 2001-03 budget request, in order to convert these SEG positions completely to GPR funding by the time WHEAL revenues are expected to reach zero.

Clerical Assistant position that will be filled for three months of FY00. However, HEAB staff indicated that revenues from the WHEAL program were sufficient for the first six months of FY00, and so will need funding for the SEG to GPR conversion for only the last six months of FY00. Thus, the total need by HEAB for FY00 is \$15,700 GPR, rather than the \$34,500 GPR requested.

For FY01, the total salary, fringe benefit and supplies/expenses costs associated with the Clerical Assistant position and the 0.86 FTE (converted from SEG to GPR funding) would be \$29,000 GPR, rather than the \$34,500 GPR requested by HEAB.

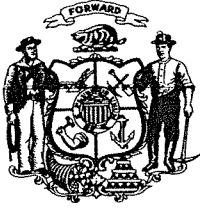
Conclusion

The rationale behind converting 0.86 SEG FTE to 0.86 GPR FTE appears to be reasonable. The agency's claim that including only \$34,500 GPR annually in 1999 Wisconsin Act 9 was the result of a drafting error appears reasonable. However, the requested funding is somewhat greater than what would be required to both fill the Clerical Assistant position and convert the 0.86 FTE SEG-funded positions to GPR.

Recommendation

- (1) Approve \$15,700 GPR for FY00.
- (2) Approve \$29,000 GPR for FY01.

Prepared by: Erin Kalinosky
266-2843



State of Wisconsin Higher Educational Aids Board

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Tommy G. Thompson
Governor

Jane M. Hojan-Clark
Executive Secretary

March 3, 2000

The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
State Capitol, Room 316S
Madison, WI 53701

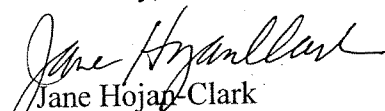
The Honorable John Gard, Co-Chair
Joint Committee on Finance
State Capitol, 315 N
Madison, WI 53701

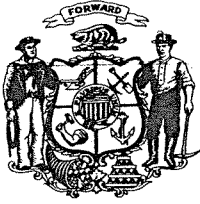
Dear Senator Burke and Representative Gard:

Enclosed is documentation supporting two requests under s.1310 by the Higher Educational Aids Board. The first request is for funding in the amount of \$69,000 in GPR to appropriation s. 20.235(2)(aa). The second request asks for the consideration and approval of interstate education agreements between Gateway Technical College and the College of Lake County, Illinois and McHenry County College, Illinois. Two copies of this request have also been submitted to the Legislative Fiscal Bureau and forty copies have been submitted to Dan Caucutt in the Division of Executive Budget and Finance.

Please place this request on the agenda for the next Joint Committee on Finance meeting. If you have any questions about this request or if additional information is needed, please feel free to contact me at 264.6181.

Sincerely,


Jane Hojan-Clark
Executive Secretary



State of Wisconsin Higher Educational Aids Board

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Tommy G. Thompson
Governor

Jane M. Hojan-Clark
Executive Secretary

March 3, 2000

I. Request for General Program Operations s. 20.235(2)(aa)

Request

The Higher Educational Aids Board (HEAB) requests \$34,500 GPR in FY00 and \$34,500 GPR in FY01 in the appropriation under s. 20.235 (2)(aa). This is to provide funding to convert 0.86 SEG FTE to .86 GPR FTE.

Background

A request to convert 1.50 SEG FTE permanent positions to GPR was originally made during the 1999-01 Biennial Budget Process. This request was made along with a request for an additional clerical assistant position. Through the budget process the clerical assistant position was approved along with the conversion of 0.86 SEG FTE to GPR. However, even though the intention was to approve \$69,000 for each fiscal year of the biennial period which would have funded both the clerical assistant position and the 0.86 position conversion, only half of the funding (\$34,500 for each fiscal year) was indicated in the final version of the budget. This allowed funding only for the clerical assistant position and left the 0.86 position conversion unfunded. HEAB requested to have the funding level changed as a technical amendment to the 1999-01 budget bill, since it appeared to have been a drafting error, but the revision was not approved.

There are two positions that this request affects. One position is currently funded with 50% SEG funds and 50% GPR funds. The other position is funded with 100% SEG funds. The SEG funding is being provided by the federal government in exchange for administering the Wisconsin health education assistance loan (WHEAL) program portfolio. The 1.0 FTE position fully funded under this program also coordinates the dental education and Medical College of Wisconsin capitation programs, along with the nonguarantee student loan program, all of which are State of Wisconsin programs. As a result, the employee in this position spends approximately 50% of their time on the WHEAL program. The position that is funded with 50% SEG funds not only works on the WHEAL program but also is responsible for the agency's payroll and fringe benefits program; leave accounting; and accounting support to the financial aid programs administered by the agency. The employee in this position also serves as the Personnel Director for the agency; which includes the responsibilities of personnel policy, personnel administration, and management. As a result, the employee in this position spends approximately 11% of their time on the WHEAL program.

It is projected that the loans in the WHEAL portfolio will be paid in full within two to three years. Therefore, in the near future, funding provided through the WHEAL program will no longer exist. If no additional (GPR) funding is made available for these 1.5 FTE SEG-funded positions, the positions would have to be cut.

If these positions could not exist the following would occur:

- * The over 60,000 students annually who receive financial assistance for college through the programs HEAB administers would experience a delay in receiving funds to pay for school.
- * Wisconsin residents attending both Marquette University's School of Dentistry or the Medical College of Wisconsin would experience a delay in tuition capitation eligibility determination.
- * HEAB employees would experience a delay in payroll processing.
- * HEAB employees would have no personnel services.
- * HEAB employees would not have an EAP representative.

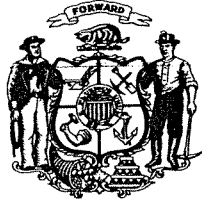
Because HEAB operates with a small number of staff (13), it would not be possible for existing staff to absorb the duties of these positions without seriously compromising their current responsibilities. I have attached documentation that was distributed during the biennial budget process, which includes information specific to this request and also additional information about staffing in general within the agency. This document includes a comparison of staffing at HEAB to the staffing of similar agencies in other states.

Summary

HEAB requests funding to cover the costs of converting 0.86 positions from SEG funding to GPR funding. The request was approved in the 1999-01 biennial budget process. However, due to a possible drafting error the funding was not included. The federal funding that currently supports 1.5 positions will no longer be available since the loans in the WHEAL portfolio will soon be paid in full. Since HEAB operates with a small number (13), it would not be possible for existing staff to absorb the duties of the 1.5 positions. The 1.5 positions are responsible for tasks that are essential to HEAB; therefore, if these duties are not carried out, the operations of the agency will fail and over 60,000 Wisconsin college students annually would be affected. Given the circumstances, it is believed that this emergency request meets the statutory criteria under s. 13.101(3).

Agency Representation

Executive Secretary Jane Hojan-Clark and/or Division of Programs and Policy Manager Jim Buske will represent the Higher Educational Aids Board at the next meeting of the Joint Committee on Finance.



State of Wisconsin Higher Educational Aids Board

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Tommy G. Thompson
Governor

Jane M. Hojan-Clark
Executive Secretary

June 14, 1999

1999-01 BIENNIAL BUDGET

Request for General Program Operations

Request

The Higher Educational Aids Board (HEAB) requests \$167,524 GPR in FY00 and \$167,524 GPR in FY01 to create 1.0 GPR FTE permanent Clerical Assistant position; convert 1.5 SEG FTE permanent positions to GPR; and recreate 1.0 GPR FTE permanent Deputy Executive Secretary position.

Background

HEAB is currently understaffed due to an increase in financial aid programs it is required to administer and concurrent reductions in the number of authorized positions over the last ten years, particularly in the 1995-97 and 1997-99 budgets.

In the 1995-97 state budget, the Governor proposed that HEAB's authorized positions be reduced by 3.85 positions. The Governor had also proposed the elimination or phase-out of four of HEAB's financial aid programs. While only one of the four programs was actually eliminated in that budget, the number of authorized positions was reduced by 3.85 FTEs.

A separate provision in the 1995-97 budget would have eliminated the Board and transferred its staff and functions to a newly-created Department of Education. An additional 2.0 positions, HEAB's Executive Secretary and Deputy, were deleted to reflect this proposal. However, the Wisconsin Supreme Court ruled in March, 1996, that the creation of the new Department was unconstitutional, and HEAB remained an independent agency. The Executive Secretary position was restored in the 1997-99 budget. The Executive Deputy position was restored in the Budget Adjustment Bill.

In the last two biennial budgets, one new financial aid program, the teacher education loan program, was established and responsibility for another program, the minority teacher loan program for UW students, was transferred to HEAB from the UW System. In addition, a provision in the 1997-99 budget expanded HEAB's tuition grant program to include students enrolled at tribally-controlled colleges in the state. As a part of the 1997-99 budget HEAB was also given administrative responsibility for the Educational Approval Board (EAB). Finally, HEAB was required, beginning in 1995-96, to ensure that no awards are made to students who are delinquent in child support or maintenance payments.

Two other programs, the nursing student stipend loan program and the independent student grant program, were eliminated in the last two biennial budgets. However, because both of these programs involve loans which may be forgiven if the recipient meets certain criteria, HEAB staff must continue to monitor the accounts of students who received the awards until they are completely forgiven or repaid.

In December of 1997, the Joint Committee on Finance did approve 1.0 GPR program assistant 3 position under Section 13.10 Request for Supplemental Funds and Position Authority. The responsibilities of this position include administering the new teacher education loan, processing financial aid refunds and providing assistance to the information systems programmer by performing various functions such as assisting in database development, maintaining the agency's web site and transferring data to and from the mainframe computer.

Attachment A reflects the increase in financial aid programs HEAB is required to administer and the concurrent reductions in the number of authorized positions over the last twelve years.

Governor's 1999-01 Budget

In the 1999-01 budget, the Governor proposed that EAB be eliminated and its functions related to the approval of veterans' education and training programs be transferred to the Department of Veterans Affairs (DVA) and all other functions be transferred to HEAB. The transfer to HEAB included 5.0 PR positions. The proposal also included the modification of the Deputy Executive Secretary position for HEAB so that it would be 50% GPR and 50% PR funded.

Joint Committee on Finance 1999-01 Budget Action

The Joint Committee on Finance voted to instead attach EAB to DVA for administrative purposes and to delete the HEAB Deputy Executive Secretary position.

Need for a permanent Clerical Assistant

Since the 1995 reduction in agency positions, HEAB has relied on a Limited Term Employee Clerical Assistant to fulfill the following permanent duties:

- A. Retrieving and processing mail, both paper and electronic.
- B. Logging electronic mail, which includes student data change requests and voucher requests, onto a data log.
- C. Sending electronic data receipts to colleges and universities once the data is logged and transferred.
- D. Answering all incoming calls to the agency's general telephone number.
- E. Responding to information requests.
- F. Acting as Records and Forms Officer.
- G. Assisting with the preparation of Board reports.
- H. Organizing and filing Administrative Code.
- I. Scheduling.
- J. Assisting with the keying of data for program applications.
- K. Mailing of paper notification lists.
- L. Mailing of electronic monthly memo.
- M. Maintaining agency inventory and ordering of supplies.
- N. Assisting with various other projects as needed.

This temporary position has most recently been funded by vacant position wages and charges assessed EAB for services provided.

If this position could not exist the following would occur:

- * Student records would not be updated on a timely basis and therefore, **more than 50,000 student awards would not be calculated on timely basis.**
- * **More than 60 colleges and universities (UW, WTC, and Independent Colleges and Universities) would not be notified that their electronic data was received and loaded.** This service would need to be discontinued which would result in an increase of incoming calls to HEAB.
- * The mailing of the notification lists (which indicate the student's award eligibility) to the colleges and universities would be delayed. Schools need these lists in order to voucher awards for students. **More than 50,000 students would experience a delay in receiving funds to pay for school. Students would not be able to pay their tuition, purchase books, pay rent, or purchase food. This would result in an increase of contacts to HEAB.**
- * **Correspondence and calls to the agency would not be responded to in a timely fashion.**
- * **A Records and Forms Officer would not exist.**
- * **Agency supplies would not be ordered in a timely fashion.**

	Total Request (includes Salary and Fringe Benefits)
FY00 Funding	\$27,562

Need to convert 1.5 SEG FTE permanent positions to GPR

1.5 positions are currently funded under the Wisconsin health education assistance loan (WHEAL) program which is federally funded. The 1.0 position fully funded under this program also coordinates the dental education and Medical College of Wisconsin capitation programs along with the nonguarantee student loan program all of which are State of Wisconsin programs. The other .5 position not only works on the WHEAL program but also is responsible for the agency's payroll, human resources/personnel and the administration of Wisconsin's talent incentive program (TIP) grant. It is projected that the loans in the WHEAL portfolio will be paid in full within two to three years. Therefore, in the near future, funding provided through the WHEAL program will no longer exist.

If these positions could not exist the following would occur:

- * The over 4,000 students who receive the TIP grant would experience a delay in receiving funds to pay for school.
- * Wisconsin residents attending both Marquette University's School of Dentistry or the Medical College of Wisconsin would experience a delay in tuition capitation eligibility determination.
- * HEAB employees would experience a delay in payroll processing.
- * HEAB employees would have no personnel services.
- * HEAB employees would not have an EAP representative.

FY00 Funding **Total Request (includes Salary and Fringe Benefits)**
\$70,962

Need to recreate 1.0 GPR FTE permanent Deputy Executive Secretary position

The following responsibilities are that of the Deputy Executive Secretary:

- * Assist with statistical analysis.
- * Act as legislative liaison.
- * Assist with the development of policy/procedure manuals and handbooks.
- * Assist with program policy development.
- * Perform program reviews or school visits.
- * Train Aid Administrators and HEAB staff.
- * Assist with technological advancements.
- * Act as Executive Secretary in the Secretary's absence.

If this position could not exist the following would occur:

- * The statistical analysis, legislative work, and technological areas would lack support which would affect timeliness and agency advancement.
- * Program reviews or school visits would not occur on a timely basis nor would the training of HEAB staff and Aid Administrators. This is a particular concern since there has been substantial turnover in the financial aid profession recently.
- * There will not be an executive to manage the agency in the absence of the Executive Secretary.

FY00 Funding **Total Request (includes Salary and Fringe Benefits)**
\$69,000

HEAB staffing compared to neighboring states

In comparing HEAB to comparable agencies in neighboring states HEAB can be considered grossly understaffed.

One neighboring state agency employs 57 people compared to HEAB's current 13. The following compares HEAB's full-time permanent staffing breakdown with this neighboring state agency:

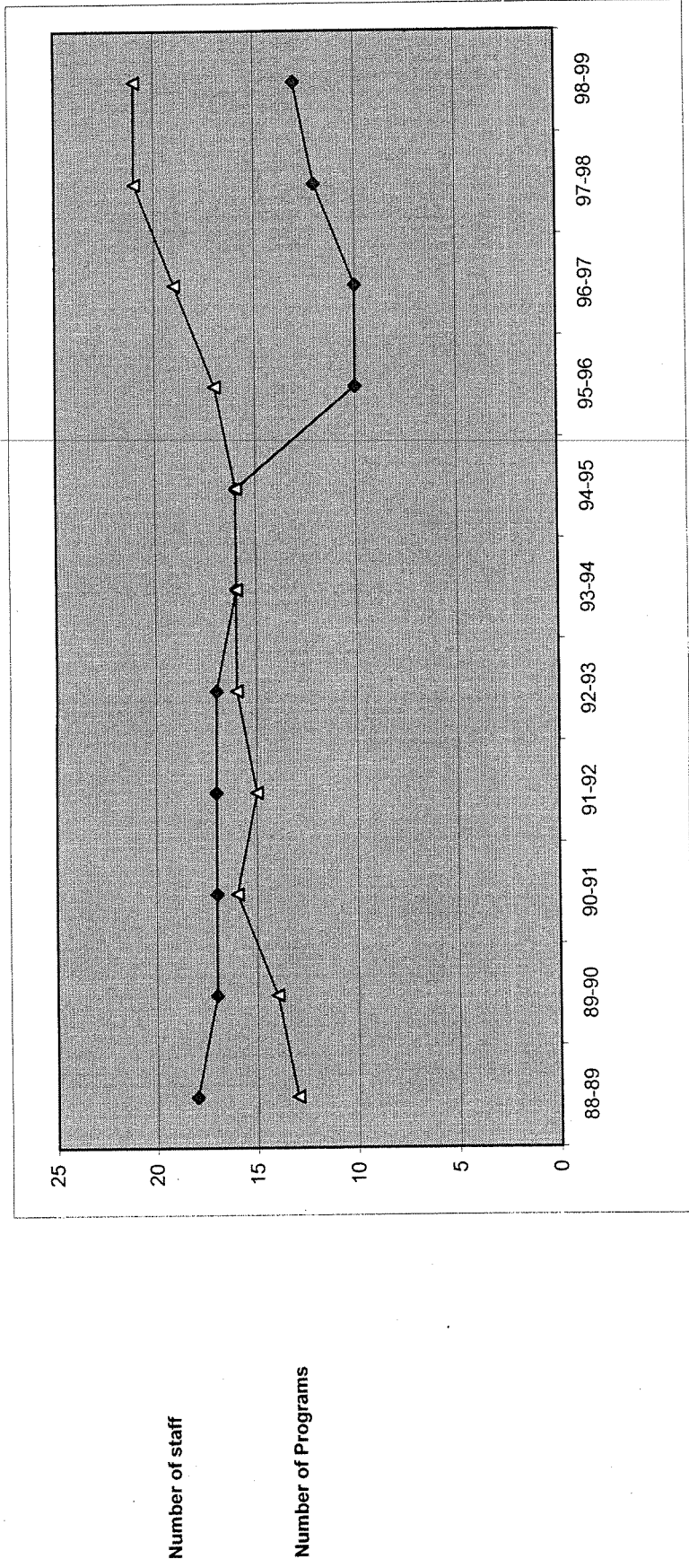
	Neighboring State Agency	HEAB
Division of Financial Aid	17 employees	7.5 employees
Division of Research	15 employees	0 employees
Division of Technology	10 employees	2 employees
Division of Internal Administration	10 employees	3.25 employees (includes Deputy Secretary position)
Division of Human Resources	2 employees	0.25 employees
Division of Communication	3 employees	0 employees
Total	57 employees	13 employees
Total funds administered by Division of Financial Aid	\$110,000,000	\$60,000,000
Total Students served by Division of Financial Aid	80,000	63,000

Another neighboring state agency employs 35 people compared to HEAB's current 13. The following compares HEAB's full-time permanent staffing breakdown with this neighboring state agency:

	Neighboring State Agency	HEAB
Division of Financial Aid/Research/Outreach	30 employees	7.5 employees
Division of Technology	2 employees	2 employees
Division of Internal Administration	3 employees	3.50 employees (includes Deputy Secretary position)
Total	35 employees	13 employees
Total funds administered by Division of Financial Aid	\$85,000,000	\$60,000,000
Total Students served by Division of Financial Aid	75,000	63,000

12 YEAR COMPARISON OF HIGHER EDUCATIONAL AIDS BOARD STAFF AND PROGRAMS

	87-88	88-89	89-90	90-91	91-92	92-93	93-94	94-95	95-96	96-97	97-98	98-99
Number of Agency Staff	18	18	17	17	17	17	16	16	10	10	12	13
Number of Programs	12	13	14	16	15	16	16	16	17	19	21	21
Dollars Spent*	\$34,971,042	\$36,292,244	\$38,626,113	\$43,592,855	\$44,080,612	\$45,141,565	\$50,279,529	\$53,081,478	\$50,984,978	\$53,434,275	\$53,969,556	**
Number of Awards*	75,473	66,841	69,908	68,059	54,681	58,335	61,217	61,341	57,179	53,590	52,301	**



* Excludes MN/WI Reciprocity, MU Dental/MCOW tuition capitation programs, WHEAL, and Nonguarantee student loan
 ** Final figures not available at this time

III. Higher Educational Aids Board – Jane Hojan-Clark, Executive Director, and/or James Buske, Division of Programs and Policy Manager

The board requests the approval of Interstate Reciprocity Agreements between Gateway Technical College District of Wisconsin and McHenry County College, Illinois, and the College of Lake County, Illinois.

Governor's Recommendation

Approve the request.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
101 East Wilson Street, Madison, Wisconsin

TOMMY G. THOMPSON
GOVERNOR

GEORGE LIGHTBOURN
SECRETARY



Office of the Secretary
Post Office Box 7864
Madison, WI 53707-7864
Voice (608) 266-1741
Fax (608) 267-3842
TTY (608) 267-9629

Date: April 28, 2000

To: Members, Joint Committee on Finance

From: George Lightbourn, Secretary
Department of Administration

Subject: Section 13.10 Request from the Higher Educational Aids Board for approval of Interstate Agreements.

Request

The board requests the approval of Interstate Reciprocity Agreements between Gateway Technical College District of Wisconsin and McHenry County College, Illinois, and the College of Lake County, Illinois.

Background

Pursuant to Wisconsin state statute s. 39.42, the Higher Educational Aids Board (HEAB), or the governing boards of any publicly supported institutions of post-secondary education, may enter into agreements or understandings which include remission of nonresident tuition for designated categories of students at state institutions of higher education with appropriate agencies or institutions of other states. Such agreements "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".

Gateway Technical College has previously entered into, and currently has in effect, agreements with both McHenry County College and the College of Lake County. Under the terms of the current agreements, residents of the Gateway district may enroll in designated program courses at either McHenry County College or the College of Lake County, at resident tuition rates. Conversely, residents of the technical college districts of Lake County and McHenry County may enroll in designated program courses at Gateway Technical College at resident tuition rates.

The agreements submitted for approval make two changes to the agreements currently in force. The proposed agreements would allow any resident of Wisconsin who is employed within the College of Lake County district or McHenry County College district, and any Illinois resident who is employed within the Gateway Technical College district, to enroll in any courses at a participating technical college in the other

state, at resident tuition rates, after obtaining approval from their employer. If the contractual rate (an institution's in-district, in-state tuition rate) between the two institutions differs, the Wisconsin rate will be charged. Priority for admission to a participating institution shall be given to residents of the state of that institution, and no resident of the state of a participating institution may be displaced from that institution as a result of the agreement.

Currently, the Joint Committee on Finance is the final approval authority for interstate reciprocity agreements. In the past, the Committee had determined that non-substantive modifications (e.g., addition or withdrawal of programs) would not require formal Committee action. In these cases, such modifications could be incorporated into existing agreements upon review and approval of the Wisconsin Technical College System (WTCS) Board State Director. The proposed agreements would incorporate this practice under section 5.1.2 of the agreement. Accordingly, minor changes to the agreements would be handled at the WTCS State Director's level and any such changes would be noticed to both the Committee and to HEAB. Any substantive changes to the interstate agreements would still require approval by the Committee.

Analysis

Essentially, the proposed agreements would result in two categories of eligibility for reciprocity rates at the participating institutions. First, any resident of one of the participating technical college districts would be eligible for reciprocity tuition rates at a technical college in the other state (as under the existing agreement). Second, any resident of one state who is employed in a participating technical college district in the other state would be eligible for reciprocity tuition rates at the participating technical college in the other state.

At this time, it is not possible to determine the impact of the proposed change to the agreements on the participating institutions. It is unknown how many Wisconsin residents employed in the College of Lake County district and McHenry County College district would attend those institutions, or how many Illinois residents employed in the Gateway Technical College district would attend that institution. It is also difficult to estimate the number of persons that would attend a technical college in the other state, even without the benefit of reciprocity tuition rates (i.e., paying the non-resident tuition). Therefore, it is not possible to estimate the amount of (non-resident) tuition revenues that each technical college district would forfeit under the proposed agreements.

As suggested by HEAB in its request for approval, the proposed agreements would allow the technical college districts in both states to more equitably respond to the educational and training needs of employers who have a work force of both residents and nonresidents, by eliminating the need to pay different tuition rates based on

where the employe lives. As such, it seems that the primary beneficiaries of the proposed changes are the employers in the participating technical college districts. However, the agreement would also benefit employes who enroll in courses outside their home district, but who do not receive tuition remission from their employers. It is possible that the proposed agreements could encourage more employers to provide tuition remission to employes, or expand existing remission programs, which would ultimately benefit residents of each state.

The proposed agreements could be regarded as a departure from the basis for which interstate agreements are usually made. Reciprocity agreements aim to expand educational opportunities for residents by making programs available to students at another institution, thereby avoiding the need to implement new programs that would ordinarily be too cost prohibitive for the home institution.

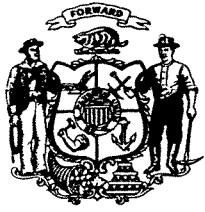
While the proposed changes would expand opportunities for residents, it appears to be driven by employers' needs more than the needs of residents. However, the argument could be made that the proposed change to the agreement would be positive for economic development for the state, as it could potentially reduce costs associated with employe training for businesses in the state.

Despite the concerns mentioned above, the request appears reasonable. The requested changes to the agreement do expand educational opportunities for residents of both states, which is the stated purpose of Wisconsin statute s. 39.42. The participating institutions support the proposed changes, and the WTCS Board as approved them. Further, the changes to the agreement would not require additional funding from the state.

Recommendation

Approve the request.

Prepared by: Erin Kalinosky
266-2843



State of Wisconsin Higher Educational Aids Board

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Tommy G. Thompson
Governor

Jane M. Hojan-Clark
Executive Secretary

March 3, 2000


The Honorable Brian Burke, Co-Chair
Joint Committee on Finance
State Capitol, Room 316S
Madison, WI 53701

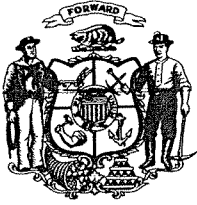
The Honorable John Gard, Co-Chair
Joint Committee on Finance
State Capitol, 315 N
Madison, WI 53701

Dear Senator Burke and Representative Gard:

Enclosed is documentation supporting two requests under s.1310 by the Higher Educational Aids Board. The first request is for funding in the amount of \$69,000 in GPR to appropriation s. 20.235(2)(aa). The second request asks for the consideration and approval of interstate education agreements between Gateway Technical College and the College of Lake County, Illinois and McHenry County College, Illinois. Two copies of this request have also been submitted to the Legislative Fiscal Bureau and forty copies have been submitted to Dan Caucutt in the Division of Executive Budget and Finance.

Please place this request on the agenda for the next Joint Committee on Finance meeting. If you have any questions about this request or if additional information is needed, please feel free to contact me at 264.6181.

Sincerely,

Jane Hojan-Clark
Executive Secretary



State of Wisconsin Higher Educational Aids Board

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Tommy G. Thompson
Governor

Jane M. Hojan-Clark
Executive Secretary

March 3, 2000

II. Request for Approval of Interstate Education Agreements

Request

The Higher Educational Aids Board (HEAB) requests the approval of interstate agreements between Gateway Technical College District of Wisconsin and McHenry County College, Illinois and the College of Lake County, Illinois.

Background

Gateway Technical College and the College of Lake County and McHenry County College have previously entered into, and currently have in effect, reciprocity agreements to better serve the needs of residents of southeastern Wisconsin and northeastern Illinois. Under the terms of the current agreements, residents of the Gateway district may enroll in designated College of Lake County or McHenry County College program courses at resident fee costs. Conversely, residents of Lake County and McHenry County districts may enroll in designated Gateway program courses at resident fee costs.

The two attached agreements being considered for approval are similar to the agreements that currently exist between the named parties with two exceptions. First, the proposed agreements incorporate a provision that would allow residents of either Wisconsin or Illinois who are employed within the College of Lake County District or McHenry County College District, or Gateway Technical College District, respectively, to take any course offered by either college (at resident tuition rates) after obtaining approval from their employer. This provision would allow each District to more equitably respond to the educational or training needs of an employer who has a work force of both residents and nonresidents alike.

Second, in the past, the Joint Committee on Finance, as the final approval authority for interstate education agreements, had determined that non-substantive or minor modifications to an agreement, such as the addition or withdrawal or programs, did not require formal Committee action. In such cases, the review and approval by the Wisconsin Technical College System Board State Director of any such change was deemed sufficient and could be incorporated into the existing agreement. Section 5 of the proposed agreements, specifically section 5.1.2., incorporates the above stated practice. Under the attached proposed agreements, minor changes would be handled at the State Director's level and any such changes would be noticed to both the Joint Committee on Finance and the Higher Educational Aids Board.

The purpose of s. 39.42 is met by the approval of these agreements in that the use of public higher education facilities and programs in Wisconsin and Illinois will be used by more residents of each state without incurring greater costs to any of the three institutions involved.

Summary

HEAB requests the approval of interstate agreements between Gateway Technical College District of Wisconsin and McHenry County College, Illinois and the College of Lake County, Illinois. Similar agreements currently exist between the three colleges. The proposed agreements will provide training and educational opportunities to employees of employers within the three districts. In the past the Joint Committee on Finance, the final approval authority for interstate education agreements, had determined that non-substantive or minor modifications to an agreement did not require formal Committee action but rather the approval of the State Director for the Technical College System Board. The proposed agreements incorporate language to this effect. The proposed agreements meet the purpose of s. 39.42.

Agency Representation

Executive Secretary Jane Hojan-Clark and/or Division of Programs and Policy Manager Jim Buske will represent the Higher Educational Aids Board at the next meeting of the Joint Committee on Finance.

JOINT EDUCATION AGREEMENT

THIS JOINT EDUCATION AGREEMENT, is made and entered into as of the 1st day of January, 2000, by and between the Board of Trustees of Illinois Community College District No. 532, College of Lake County ("Lake County"), and Gateway Technical College District Board ("Gateway"), pursuant to Ill. Rev. Stats., Ch. 122, para. 103-40 (1975) and Wis. Stats. § 39.42 (1997-98)

RECITALS

WHEREAS, the purpose of this Agreement is the mutual improvement of educational advantages for residents of the states of Illinois and Wisconsin; and

WHEREAS, it is the desire of each party to expand educational services to the greatest number of students in each district served by the parties; 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 use of the finances, facilities, equipment, and personnel of each institution, and by so doing, provide educational services that might otherwise be impracticable for either party individually; and

WHEREAS, 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 set forth herein, the parties do hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are used:

1.1. Sending district. The district sending the student to the other district will be referred to as the "sending district."

1.2. Receiving institution. The institution receiving a student from the other district will be referred to as the "receiving institution."

2. Approvals. Any educational program or course offered by either party to this Agreement shall be a program or course approved by the Illinois Community College Board or the Wisconsin Technical College System Board.

3. Approved Programs. Programs included in this Agreement are described in ATTACHMENTS A and B attached hereto.

4. Amending or Revising this Agreement. Amendments or revisions to the basic terms of this Agreement may be made in writing at any time by mutual consent of both parties. The procedure for obtaining approval of such amendments or revisions shall follow the same procedure used in securing approval by the parties in this original Agreement.

5. Modifying the Agreement. Changes that are minor in nature and primarily modify the programs or courses covered by this Agreement, and which will have no effect on the basic terms of this Agreement, may be made in writing at any time by mutual consent of the parties. Both parties shall confer and agree upon an educational program or course to be subject to the terms of this Agreement prior to the beginning of such instructional offering and only after each respective party has secured approval of any such modifications as follows:

5.1.1. In Illinois: The modifications are approved by Lake County.

5.1.2. In Wisconsin: The modifications are approved by Gateway and the State Director of the Wisconsin Technical College System Board with notice of such approval sent to the Joint Committee on Finance and the Higher Educational Aids Board.

6. Termination. 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 1st of that 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 that program under the terms and conditions of this Agreement.

7. Applications.

7.1. First-time student applications. Applications for first-time students from the sending district shall be accepted by the receiving institution only within sixty (60) days of the beginning of the semester for which application is made.

7.2. Admission priority. Priority for admission to the receiving institution shall be given to residents of the state of the receiving institution.

7.3. Displacement. No resident of the state of the receiving institution may be displaced from the receiving institution due to this Agreement.

7.4. Special limited access. When any program offered by either party has reached enrollment capacity, students may be admitted to the institutional program having available enrollment space.

8. Registration.

8.1. Eligibility. Students may register at a receiving institution only after having secured approval of eligibility from the sending district. Registration in a program or course listed in either ATTACHMENT A or B is subject to the usual

and customary educational requirements for said programs or courses. For courses not specifically listed in ATTACHMENT A or B, students may register under the following conditions:

- 8.1.1. In Illinois: Residents of Illinois who are employed within Gateway may register and enroll in any course offered by Gateway after first obtaining approval from their employer.
- 8.1.2. In Wisconsin: Residents of Wisconsin who are employed within Lake County may register and enroll in any course offered by Lake County after first obtaining approval from their employer.

8.2. Registration priority. Continuing students shall be treated as in-district students for priority purposes in subsequent registrations.

8.3. Right to deny registration retained. The receiving institution shall retain the rights to deny registration if the requested course is not considered to be appropriate to this Agreement.

8.4. Treatment. Except as noted in §§ 7.1 and 7.2 of this Agreement, students registering at the receiving institution shall be treated as members of that district for the terms of their enrollment.

9. Supplementary Educational Services.

9.1. Support services. The receiving institution shall make available and provide the same support services to students from the sending district as it provides to all other students at its campus.

9.2. Related training. Either party, with mutual consent, may offer courses, seminars, workshops, and in-service training related to any educational program listed in this Agreement. Any such course, seminar, workshop, or in-service training may be offered either individually or jointly.

10. Awarding of Degrees.

10.1. Commencement exercises. Students from a sending district, who complete their program requirements at a receiving institution may, at their discretion, choose to participate in the commencement exercises at either district.

10.2. Degree-granting institution. Either party may grant or otherwise award degrees and diplomas to students, providing the graduation requirements have been met at the degree-granting institution.

11. Minimum Number of Instructional Days.

11.1. Requirements. Both parties understand and agree to comply with the requirement of a minimum of fifteen (15) weeks or seventy-five (75) days of instruction, or equivalent, per semester, exclusive of registration or days set aside for final examinations.

11.2. School calendar. In recognition of this section, the parties to this Agreement also understand that they may agree upon the establishment of a mutually agreeable school calendar.

12. 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.

13. Recordkeeping

13.1. Obligation of receiving institution. The receiving institution shall maintain appropriate full-time equivalency (FTE), headcount, program, and course enrollment records for students from the sending district according to standard operating procedures.

13.2. Student records. The receiving institution shall, in full compliance with state and federal law and standard operating procedures, provide copies of appropriate student records to the sending district and interested federal or state agencies upon request.

14. Certification of Students. Certification procedures shall be mutually agreed upon and shall meet institutional and state agency requirements.

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

16. Identification of Conditions of Agreement to Students. The sending district shall identify the terms and conditions of this Agreement to its respective students that will be attending a receiving institution.

17. Student Obligations. Students shall be subject to all normal operating rules, conditions, and codes of conduct of the receiving institution while in attendance at that institution.

18. Contractual Rates Charged to Students.

18.1. Basis. The contractual rate shall be based on the institution's in-district, in-state rate.

18.2. Applicable rate. Students shall be charged the same contractual rate.

18.3. Controlling rate. In the event that the contractual rate between the two institutions differs, the Wisconsin rate will be charged.

19. Reimbursement. The receiving institution is responsible for ascertaining whether it is eligible to file a claim for federal reimbursement for any student enrolled in its classes.

20. Funding.

20.1. District limitation. Only the sending district shall make applications for federal and state educational funds for sending district students.

20.2. Solicitation of private funds. 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.

20.3. Non-interference. In no event shall the ability of either or both parties to obtain federal or state educational funds be jeopardized.

21. Financial Aid. The receiving institution is under no obligation to provide financial aid to students from the sending district. Financial aid officers and other staff at each institution shall work cooperatively to insure accuracy of educational and financial aid records and provide to all sending district students the greatest support possible under the terms and conditions of this Agreement.

22. Veteran Reporting Requirements. Veterans Administration reporting requirements shall be mutually agreed upon and shall meet state and federal guidelines.

23. Secondary School Visitations. Requests from secondary schools in the sending district for visitation by receiving institution officials will be scheduled in cooperation with the sending district's officials.

24. Transportation. Students shall be responsible and liable for their own transportation to and from both the sending district and receiving institution.

25. Miscellaneous

25.1. Class schedules. Each party shall work cooperatively to develop a schedule of class offerings that will attempt to be of maximum convenience to students taking classes in either district. Institutional class schedules shall be exchanged and kept available for student planning.

26. Effective Date. This Agreement shall be in effect upon approval of the Wisconsin Joint Committee of Finance as required under Wis. Stats. § 39.42, or January 1, 2000, 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 532**

Barbara D. Olschloger
Chairperson of the Board

Shelton J. Neff
President

Pat Kung'el
Attest: Secretary of the Board

December 21, 1999
Date:

**GATEWAY TECHNICAL COLLEGE
DISTRICT BOARD**

George R. Henron
Chairperson of the Board

Sam E. Borden
President

Alice J. Morava
Attest: Secretary of the Board

December 16, 1999
Date:

Edward Chin
Edward Chin, State Director
Wisconsin Technical College System Board

Jane Hojan-Clark, Executive Secretary
Wisconsin Higher Educational Aids Board

LAKE COUNTY PROGRAMS
available to
GATEWAY RESIDENTS

Program	Degree/ Certificate /Diploma	Comments
Alcohol Substance Abuse and Addictive Disorders	A.A.S.	
Chemical Technology	A.A.S. & Certificate	
Civil Technology Environmental Option	A.A.S.	
Machine Tool Trades	A.A.S.	
Medical Laboratory Technology	A.A.S.	Students from Gateway will be judged on the same selection criteria as students from Lake County. The number of students accepted into this program shall be limited to the number of clinical stations made available at Gateway.
Medical Imaging	A.A.S.	Students from Gateway will be judged on the same selection criteria as students from Lake County. The number of students accepted into this program shall be limited to the number of clinical stations made available at Gateway.
Real Estate	Certificate	
Tool and Moldmaker	Certificate	
Water Supply Technician	Certificate	
Wastewater Treatment Technician	Certificate	
Individual courses:	--	Eligible students may enroll in any individual course not offered by the "sending district."

GATEWAY PROGRAMS
 available to
LAKE COUNTY RESIDENTS

Program	Degree/ Certificate/ Diploma	Comments
Aeronautics-Pilot Training	A.A.S.	
Airframe & Powerplant Mechanics	Diploma	
Automated Manufacturing System Technician	A.A.S.	
Barber/Cosmetologist	Diploma	
Computer Information Systems-Microcomputer Specialist	A.A.S.	
Court & Conference Reporting	A.A.S.	
Dental Assistant	Diploma	
Electromechanical Technology	A.A.S.	
Fluid Power Maintenance	Diploma	
Fluid Power Technology	A.A.S.	
Graphic Technologies Designer	A.A.S.	
Health Unit Coordinator	Diploma	
Hotel/Hospitality Management	A.A.S.	
Interior Design	A.A.S.	
Interpreter Technician	A.A.S.	
Legal Secretary	A.A.S.	

GATEWAY PROGRAMS
available to
LAKE COUNTY RESIDENTS

Program	Degree/ Certificate/ Diploma	Comments
Materials Management	A.A.S.	
Medical Assistant	Diploma	
Office Systems Technology	A.A.S. Certificates	
Physical Therapist Assistant	A.A.S.	
Plastics Manufacturing	A.A.S.	
Practical Nursing	Diploma	
Radio Broadcasting Technician	A.A.S.	
Surgical Technician	Diploma	
Individual courses:	--	Eligible students may enroll in any individual course not offered by the "sending district."

JOINT EDUCATION AGREEMENT

THIS JOINT EDUCATION AGREEMENT, is made and entered into as of the 1ST day of JANUARY, 2000, by and between the Board of Trustees of Illinois Community College District No. 528, McHenry County College ("McHenry"), and Gateway Technical College District Board ("Gateway"), pursuant to Ill. Rev. Stats., Ch. 122, para. 103-40 (19__) and Wis. Stats. § 39.42 (1997-98)

RECITALS

WHEREAS, the purpose of this Agreement is the mutual improvement of educational advantages for residents of the states of Illinois and Wisconsin; and

WHEREAS, it is the desire of each party to expand educational services to the greatest number of students in each district served by the parties; 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 use of the finances, facilities, equipment, and personnel of each institution, and by so doing, provide educational services that might otherwise be impracticable for either party individually; and

WHEREAS, 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 set forth herein, the parties do hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms are used:
 - 1.1. Sending district. The district sending the student to the other district will be referred to as the "sending district."
 - 1.2. Receiving institution. The institution receiving a student from the other district will be referred to as the "receiving institution."
2. Approvals. Any educational program or course offered by either party to this Agreement shall be a program or course approved by the Illinois Community College Board or the Wisconsin Technical College System Board.
3. Approved Programs. Programs included in this Agreement are described in ATTACHMENTS A and B attached hereto.

4. Amending or Revising this Agreement. Amendments or revisions to the basic terms of this Agreement may be made in writing at any time by mutual consent of both parties. The procedure for obtaining approval of such amendments or revisions shall follow the same procedure used in securing approval by the parties in this original Agreement.

5. Modifying the Agreement. Changes that are minor in nature and primarily modify the programs or courses covered by this Agreement, and which will have no effect on the basic terms of this Agreement, may be made in writing at any time by mutual consent of the parties. Both parties shall confer and agree upon an educational program or course to be subject to the terms of this Agreement prior to the beginning of such instructional offering and only after each respective party has secured approval of any such modifications as follows:

5.1.1. In Illinois: The modifications are approved by McHenry.

5.1.2. In Wisconsin: The modifications are approved by Gateway and the State Director of the Wisconsin Technical College System Board with notice of such approval sent to the Joint Committee on Finance and the Higher Educational Aids Board.

6. Termination. 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 1st of that 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 that program under the terms and conditions of this Agreement.

7. Applications.

7.1. First-time student applications. Applications for first-time students from the sending district shall be accepted by the receiving institution only within sixty (60) days of the beginning of the semester for which application is made.

7.2. Admission priority. Priority for admission to the receiving institution shall be given to residents of the state of the receiving institution.

7.3. Displacement. No resident of the state of the receiving institution may be displaced from the receiving institution due to this Agreement.

7.4. Special limited access. When any program offered by either party has reached enrollment capacity, students may be admitted to the institutional program having available enrollment space.

8. Registration.

8.1. Eligibility. Students may register at a receiving institution only after having secured approval of eligibility from the sending district. Registration in a program or course listed in either ATTACHMENT A or B is subject to the usual

and customary educational requirements for said programs or courses. For courses not specifically listed in ATTACHMENT A or B, students may register under the following conditions:

8.1.1. In Illinois: Residents of Illinois who are employed within Gateway may register and enroll in any course offered by Gateway after first obtaining approval from their employer.

8.1.2. In Wisconsin: Residents of Wisconsin who are employed within McHenry may register and enroll in any course offered by McHenry after first obtaining approval from their employer.

8.2. Registration priority. Continuing students shall be treated as in-district students for priority purposes in subsequent registrations.

8.3. Right to deny registration retained. The receiving institution shall retain the rights to deny registration if the requested course is not considered to be appropriate to this Agreement.

8.4. Treatment. Except as noted in §§ 7.1 and 7.2 of this Agreement, students registering at the receiving institution shall be treated as members of that district for the terms of their enrollment.

9. Supplementary Educational Services.

9.1. Support services. The receiving institution shall make available and provide the same support services to students from the sending district as it provides to all other students at its campus.

9.2. Related training. Either party, with mutual consent, may offer courses, seminars, workshops, and in-service training related to any educational program listed in this Agreement. Any such course, seminar, workshop, or in-service training may be offered either individually or jointly.

10. Awarding of Degrees.

10.1. Commencement exercises. Students from a sending district, who complete their program requirements at a receiving institution may, at their discretion, choose to participate in the commencement exercises at either district.

10.2. Degree-granting institution. Either party may grant or otherwise award degrees and diplomas to students, providing the graduation requirements have been met at the degree-granting institution.

11. Minimum Number of Instructional Days.

11.1. Requirements. Both parties understand and agree to comply with the requirement of a minimum of fifteen (15) weeks or seventy-five (75) days of instruction, or equivalent, per semester, exclusive of registration or days set aside for final examinations.

11.2. School calendar. In recognition of this section, the parties to this Agreement also understand that they may agree upon the establishment of a mutually agreeable school calendar.

12. 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.

13. Recordkeeping

13.1. Obligation of receiving institution. The receiving institution shall maintain appropriate full-time equivalency (FTE), headcount, program, and course enrollment records for students from the sending district according to standard operating procedures.

13.2. Student records. The receiving institution shall, in full compliance with state and federal law and standard operating procedures, provide copies of appropriate student records to the sending district and interested federal or state agencies upon request.

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19. Reimbursement. The receiving institution is responsible for ascertaining whether it is eligible to file a claim for federal reimbursement for any student enrolled in its classes.

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20.1. District limitation. Only the sending district shall make applications for federal and state educational funds for sending district students.

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20.3. Non-interference. In no event shall the ability of either or both parties to obtain federal or state educational funds be jeopardized.

21. Financial Aid. The receiving institution is under no obligation to provide financial aid to students from the sending district. Financial aid officers and other staff at each institution shall work cooperatively to insure accuracy of educational and financial aid records and provide to all sending district students the greatest support possible under the terms and conditions of this Agreement.

22. Veteran Reporting Requirements. Veterans Administration reporting requirements shall be mutually agreed upon and shall meet state and federal guidelines.

23. Secondary School Visitations. Requests from secondary schools in the sending district for visitation by receiving institution officials will be scheduled in cooperation with the sending district's officials.

24. Transportation. Students shall be responsible and liable for their own transportation to and from both the sending district and receiving institution.

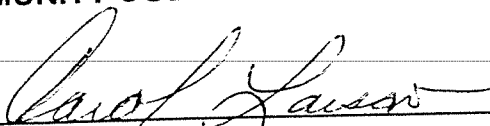
25. Miscellaneous

25.1. Class schedules. Each party shall work cooperatively to develop a schedule of class offerings that will attempt to be of maximum convenience to students taking classes in either district. Institutional class schedules shall be exchanged and kept available for student planning.

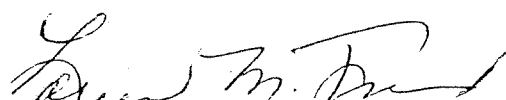
26. Effective Date. This Agreement shall be in effect upon approval of the Wisconsin Joint Committee of Finance as required under Wis. Stats. § 39.42, or January 1, 2000, whichever is later.

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**


Chairperson of the Board


President



Attest: Secretary of the Board

11/16/99
Date:

**GATEWAY TECHNICAL COLLEGE
DISTRICT BOARD**


Chairperson of the Board


President


Attest: Secretary of the Board

01/05/00
Date:


Edward Chin, State Director
Wisconsin Technical College System Board

Jane Hojan-Clark, Executive Secretary
Wisconsin Higher Educational Aids Board

MCHENRY PROGRAMS available to GATEWAY RESIDENTS		
Program	Degree/ Certificate/ Diploma	Comments
Business Management	A.A.S.	
Developmental Disability Aide	Certificate	
Electronic Engineering Technician - FAA Option	A.A.S.	
EMT - Ambulance	Certificate	
EMT - Paramedic	A.A.S.	
EMT - Paramedic	Certificate	
Homehealth Aide	Certificate	
International Business	Certificate	
Machinist Training	Certificate	
Manufacturing Management	A.A.S.	
General Studies Courses	non-degree credit	
Individual Courses:	—	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 RESIDENTS		
Program	Degree/ Certificate/ Diploma	Comments
Aeronautics-Pilot Training	A.A.S.	
Automated Manufacturing Systems Technician	A.A.S.	
Air Conditioning, Heating & Refrigeration Technology	A.A.S.	
Airframe & Powerplant Mechanics	Diploma *	
Barber/Cosmetologist	Diploma *	
Civil Engineering Technician - Structural	A.A.S.	
Computer Information Systems - Network Specialist	A.A.S.	
Corrections Science	A.A.S.	
Court & Conference Reporting	A.A.S.	
Dental Assistant	Diploma *	
Fluid Power Maintenance	Diploma *	
Fluid Power Technology	A.A.S.	
Graphic Technologies--Designer	A.A.S.	
Hotel/Hospitality Management	A.A.S.	
Human Services Associate	A.A.S.	
Industrial Mechanic	Diploma *	
Industrial Screen Printing	Diploma *	
Interior Design	A.A.S.	
Interpreter Technician	A.A.S.	
Legal Secretary	A.A.S.	
Machine Tool Technician	Diploma *	

GATEWAY PROGRAMS available to MCHENRY RESIDENTS		
Program	Degree/ Certificate/ Diploma	Comments
Marketing	A.A.S.	
Materials Management	A.A.S.	
Medical Assistant	Diploma *	
Physical Therapist Assistant	A.A.S.	
Plastics Manufacturing	Diploma *	
Radio Broadcasting Technician	A.A.S.	
Surgical Technician	Diploma *	
Alcohol and Other Drug Abuse	ATC	
Electronic Graphic Design	ATC	
Engine Performance and Emissions Specialist	ATC	
Individual Courses:	—	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.

IV. Technology for Educational Achievement (TEACH) in Wisconsin – Doris Hanson,
Executive Director

The agency requests approval of a report estimating program demand and annual costs for the telecommunications access program and the release of \$1,997,300 SEG in fiscal year 1999-2000 from the Committee's supplemental appropriation under s. 20.865(4)(u) to the telecommunications access; school districts appropriation under s. 20.275(1)(s); the telecommunications access; private and technical colleges and libraries appropriation under s. 20.275(1)(t); and the telecommunications access; private schools appropriation under s. 20.275(1)(tm).