

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

**Appointments**

99hr\_JC–Fi\_Appt\_pt00

**Committee Hearings**

99hr\_JC–Fi\_CH\_pt00

**Committee Reports**

99hr\_JC–Fi\_CR\_pt00

**Clearinghouse Rules**

99hr\_JC–Fi\_CRule\_99–

**Executive Sessions**

99hr\_JC–Fi\_ES\_pt00

**Hearing Records**

99hr\_ab0000

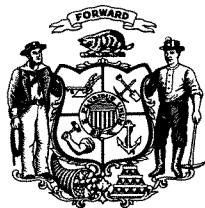
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**Misc.**

99hr\_JC–Fi\_\_Misc\_\_s.13.10\_pt12c5

**Record of Committee Proceedings**

99hr\_JC–Fi\_RCP\_pt00



# State of Wisconsin

## Higher Educational Aids Board

131 West Wilson Street, Madison, Wisconsin  
Post Office Box 7885 Phone: (608) 267-2206  
Madison, WI 53707-7885 Fax: (608) 267-2808  
E-Mail: HEABmail@heab.state.wi.us  
Web Page: <http://heab.state.wi.us>

**Tommy G. Thompson**  
Governor

**Jane M. Hojan-Clark**  
Executive Secretary

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March 3, 2000

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

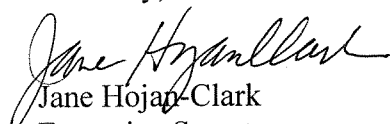
The Honorable John Gard, Co-Chair  
Joint Committee on Finance  
State Capitol, 315 N  
Madison, WI 53701

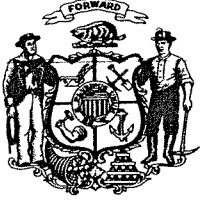
Dear Senator Burke and Representative Gard:

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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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.

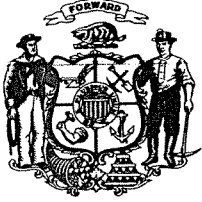
Because HEAB operates with a small number of staff (13), it would not be possible for existing staff to absorb the duties of these positions without seriously compromising their current responsibilities. I have attached documentation that was distributed during the biennial budget process, which includes 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.**

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

## **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.



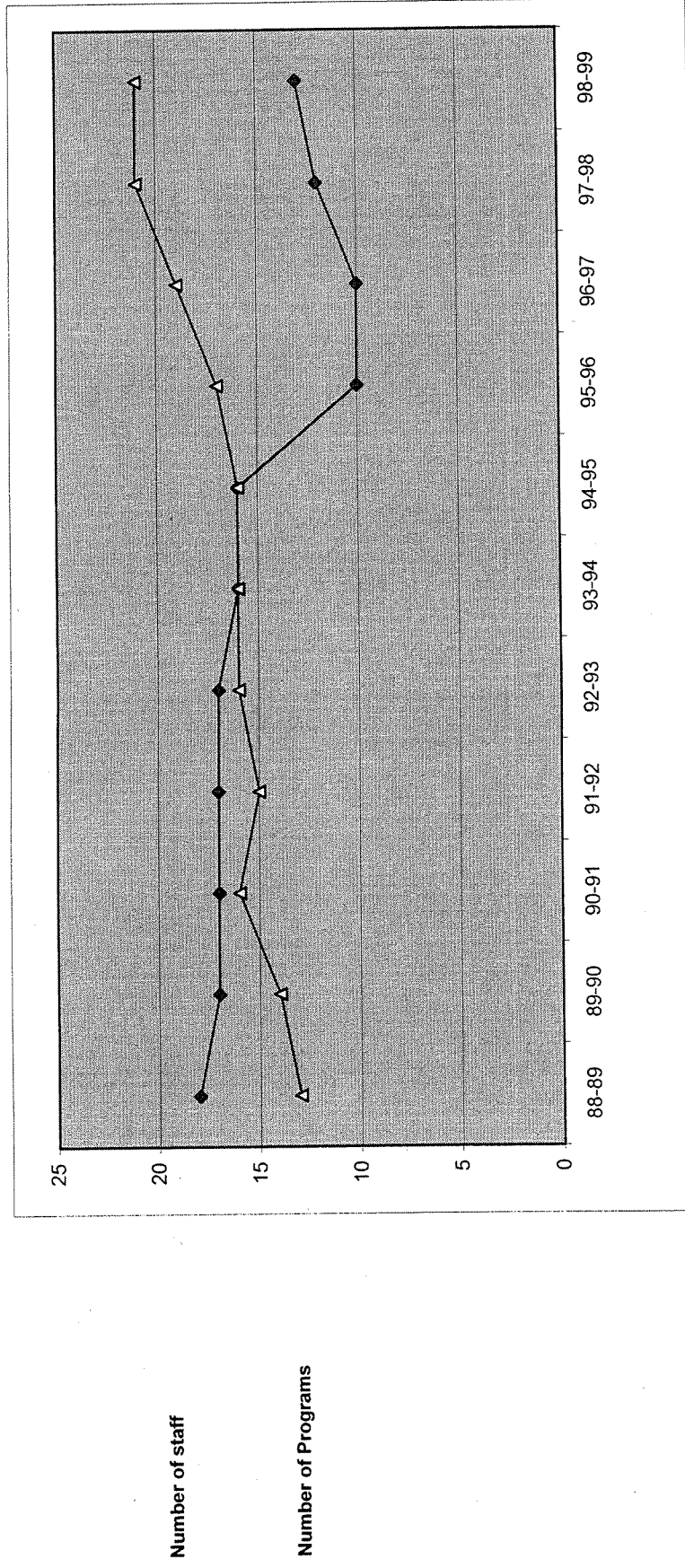
Another neighboring state agency employs 35 people compared to HEAB's current 13. The following compares HEAB's full-time permanent staffing breakdown with this neighboring state agency:

	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



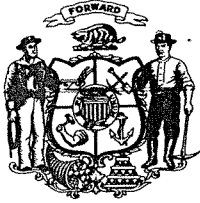
## 12 YEAR COMPARISON OF HIGHER EDUCATIONAL AIDS BOARD STAFF AND PROGRAMS

	87-88	88-89	89-90	90-91	91-92	92-93	93-94	94-95	95-96	96-97	97-98	98-99
<b>Number of Agency Staff</b>	18	18	17	17	17	17	16	16	10	10	12	13
<b>Number of Programs</b>	12	13	14	16	15	16	16	16	17	19	21	21
<b>Dollars Spent*</b>	\$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	**
<b>Number of Awards*</b>	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



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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 of 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 1<sup>st</sup> 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. Alschloger  
Chairperson of the Board

Stutchen J. Naff  
President

Pat King  
Attest: Secretary of the Board

December 21, 1999  
Date:

**GATEWAY TECHNICAL COLLEGE  
DISTRICT BOARD**

George R. Stenson  
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**

<b>Program</b>	<b>Degree/ Certificate /Diploma</b>	<b>Comments</b>
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**

<b>Program</b>	<b>Degree/ Certificate/ Diploma</b>	<b>Comments</b>
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.	

<b>GATEWAY PROGRAMS            available to            LAKE COUNTY RESIDENTS</b>		
<b>Program</b>	<b>Degree/ Certificate/ Diploma</b>	<b>Comments</b>
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 1<sup>ST</sup> 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 1<sup>st</sup> 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.

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 528**

Carol Lawson  
Chairperson of the Board

David J. Gokube  
President

Loren M. Prus  
Attest: Secretary of the Board

11/16/99  
Date:

**GATEWAY TECHNICAL COLLEGE  
DISTRICT BOARD**

George R. Henson  
Chairperson of the Board

Sam E. Bode  
President

Allice J. Morawa  
Attest: Secretary of the Board

01/05/00  
Date:

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

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

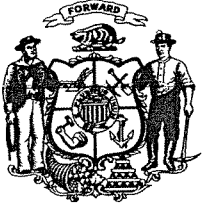
<b>MCHENRY PROGRAMS available to GATEWAY RESIDENTS</b>		
<b>Program</b>	<b>Degree/ Certificate/ Diploma</b>	<b>Comments</b>
Business Management	A.A.S.	
Developmental Disability Aide	Certificate	
Electronic Engineering Technician - FAA Option	A.A.S.	
EMT - Ambulance	Certificate	
EMT - Paramedic	A.A.S.	
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 *	

<b>GATEWAY PROGRAMS            available to            MCHENRY RESIDENTS</b>		
<b>Program</b>	<b>Degree/ Certificate/ Diploma</b>	<b>Comments</b>
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.



# State of Wisconsin Higher Educational Aids Board

131 West Wilson Street, Madison, Wisconsin  
Post Office Box 7885 Phone: (608) 267-2206  
Madison, WI 53707-7885 Fax: (608) 267-2808  
E-Mail: HEABmail@heab.state.wi.us  
Web Page: <http://heab.state.wi.us>

**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

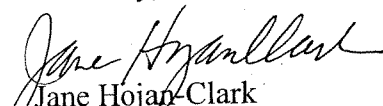
The Honorable John Gard, Co-Chair  
Joint Committee on Finance  
State Capitol, 315 N  
Madison, WI 53701

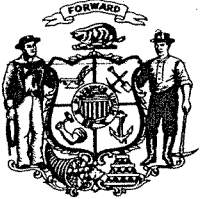
Dear Senator Burke and Representative Gard:

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

131 West Wilson Street, Madison, Wisconsin  
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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.

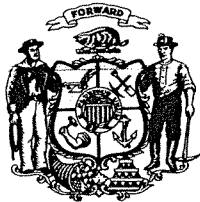
**Summary**

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.**

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

## 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.

	<b>Total Request (includes Salary and Fringe Benefits)</b>
<b>FY00 Funding</b>	<b>\$70,962</b>

**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.

	<b>Total Request (includes Salary and Fringe Benefits)</b>
<b>FY00 Funding</b>	<b>\$69,000</b>

**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:

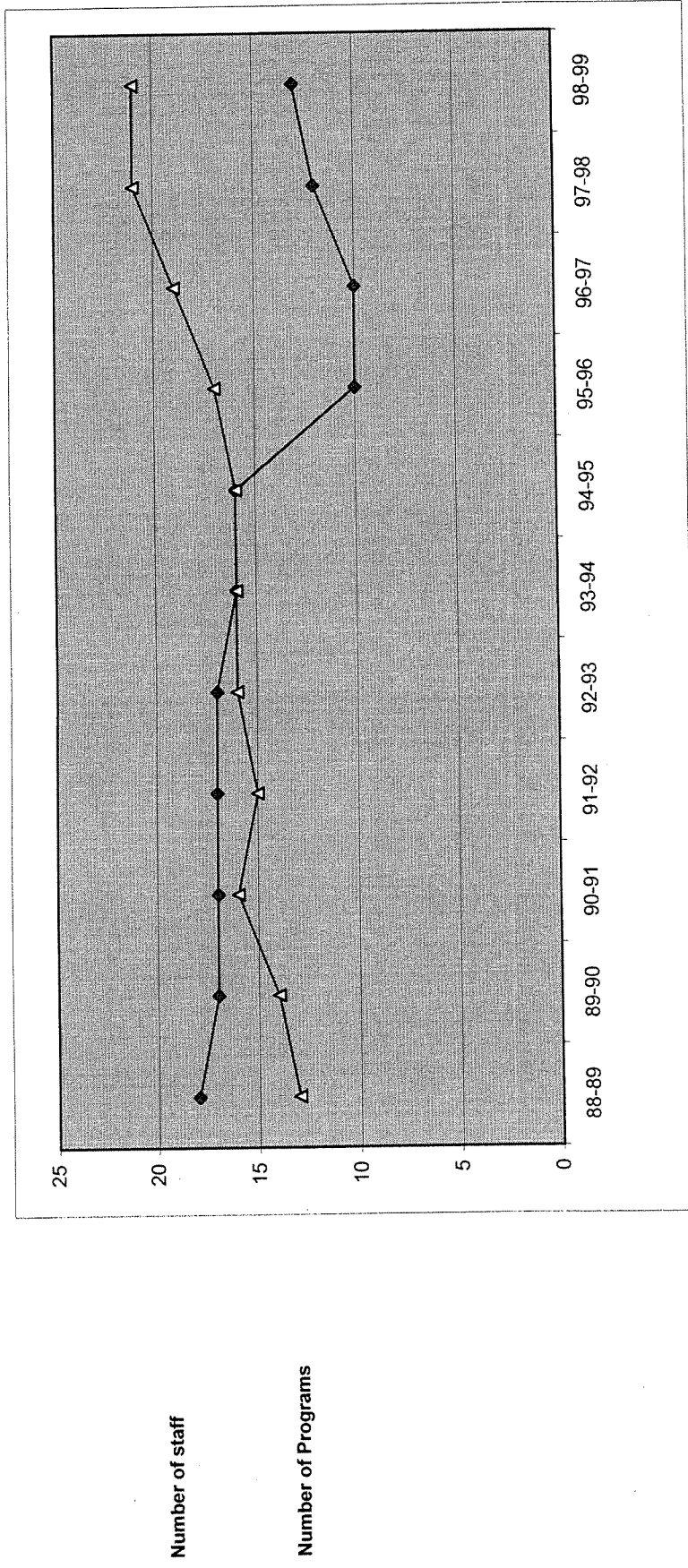
	Neighboring State Agency	HEAB
Division of Financial Aid	17 employees	7.5 employees
Division of Research	15 employees	0 employees
Division of Technology	10 employees	2 employees
Division of Internal Administration	10 employees	3.25 employees (includes Deputy Secretary position)
Division of Human Resources	2 employees	0.25 employees
Division of Communication	3 employees	0 employees
<b>Total</b>	<b>57 employees</b>	<b>13 employees</b>
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

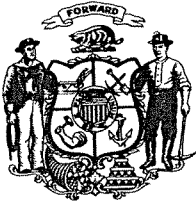
## 12 YEAR COMPARISON OF HIGHER EDUCATIONAL AIDS BOARD STAFF AND PROGRAMS

	87-88	88-89	89-90	90-91	91-92	92-93	93-94	94-95	95-96	96-97	97-98	98-99
<b>Number of Agency Staff</b>	18	18	17	17	17	17	16	16	10	10	12	13
<b>Number of Programs</b>	12	13	14	16	15	16	16	16	17	19	21	21
<b>Dollars Spent*</b>	\$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	**
<b>Number of Awards*</b>	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



# State of Wisconsin Higher Educational Aids Board

131 West Wilson Street, Madison, Wisconsin  
Post Office Box 7885 Phone: (608) 267-2206  
Madison, WI 53707-7885 Fax: (608) 267-2808  
E-Mail: HEABmail@heab.state.wi.us  
Web Page: <http://heab.state.wi.us>

**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 of 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 1<sup>st</sup> 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. Naff  
President

Pat Skrzygalski  
Attest: Secretary of the Board

December 21, 1999  
Date:

**GATEWAY TECHNICAL COLLEGE  
DISTRICT BOARD**

George R. Stinson  
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**

<b>Program</b>	<b>Degree/ Certificate /Diploma</b>	<b>Comments</b>
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**

<b>Program</b>	<b>Degree/ Certificate/ Diploma</b>	<b>Comments</b>
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**

<b>Program</b>	<b>Degree/ Certificate/ Diploma</b>	<b>Comments</b>
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 1<sup>ST</sup> 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 1<sup>st</sup> 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.

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

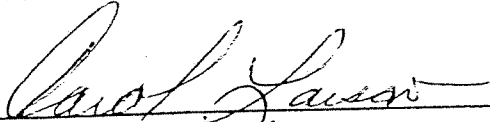
25.1. Class schedules. Each party shall work cooperatively to develop a schedule of class offerings that will attempt to be of maximum convenience to students taking classes in either district. Institutional class schedules shall be exchanged and kept available for student planning.

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 528**

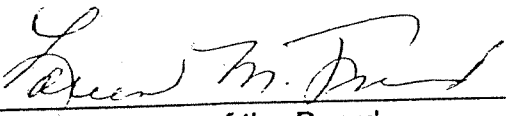
**GATEWAY TECHNICAL COLLEGE  
DISTRICT BOARD**

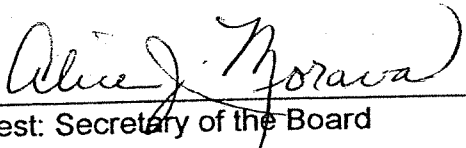
  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Attest: Secretary of the Board

  
\_\_\_\_\_  
Attest: Secretary of the Board

11/16/99  
Date:

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.

<b>GATEWAY PROGRAMS            available to            MCHENRY RESIDENTS</b>		
<b>Program</b>	<b>Degree/ Certificate/ Diploma</b>	<b>Comments</b>
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 *	



<b>GATEWAY PROGRAMS            available to            MCHENRY RESIDENTS</b>		
<b>Program</b>	<b>Degree/ Certificate/ Diploma</b>	<b>Comments</b>
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.