

DISCUSSION/ACTION
August 10, 2007

HIGHER EDUCATIONAL AIDS BOARD

BOARD REPORT #08-01

MINNESOTA-WISCONSIN RECIPROCITY PROGRAM

**MINNESOTA-WISCONSIN INTERSTATE TUITION
RECIPROCALITY PROGRAM
2007 MEMORANDUM OF UNDERSTANDING**

To: All Interested and Concerned Parties
From: Susan Heegaard, Director, Minnesota Office of Higher Education
Connie Hutchison, Executive Secretary, State of Wisconsin Higher Educational Aids Board
Subject: Agreement to Change Date for Notice to Terminate Agreement
Date: June 21, 2007

Susan Heegaard for the State of Minnesota Office of Higher Education, and Connie Hutchison for the State of Wisconsin Higher Educational Aids Board agree that the July 1 date for notice of termination, specified on page 2 of the MN/WI Public Higher Education Reciprocity Agreement shall be changed to September 15, 2007. The language is as follows.

III. Duration of the Agreement

This Agreement is to be effective beginning on July 1, 1998, and shall continue from year to year unless modified or terminated as hereafter provided. . . . This agreement may be canceled by either state with four years advance notice of intent to terminate. Such notice must be provided in writing, and by certified mail, to the head of the respective administrating agency by July 1 in order to initiate the four-year period for shut down activities. . . .

This agreement to change the date to September 15 is effective only for the year 2007. Should either state decide to give notice to terminate, such notice must be provided in writing, and by certified mail, to the head of the respective administrating agency by September 15, 2007. If such notice is provided by September 15, 2007, both parties understand that the “four-year period for shut down” will begin with students enrolled in the 2007-2008 academic year. Students enrolling in 2008-2009 will not be covered under the agreement.

This memorandum shall be binding until, and only until September 15, 2007.

Connie Hutchison, Executive Secretary
WI Higher Educational Aids Board

Susan Heegaard, Director
Minnesota Office of Higher Education



State of Wisconsin
Higher Educational Aids Board

James E. Doyle
Governor

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June 22, 2007

The Honorable Senator Russ Decker, Co-Chair
The Honorable Representative Kitty Rhoades, Co-Chair
Joint Committee on Finance
State Capitol
Madison, WI 53702

Re: Administrative Memorandum for the Minnesota-Wisconsin Interstate Tuition Reciprocity Program

Dear Senator Decker, Representative Rhoades, and Members:

I have attached the Administrative Memorandum for the Minnesota-Wisconsin Interstate Tuition Reciprocity Program. Under S. 39.47(2g) it is required that this memorandum be submitted annually to the Joint Committee on Finance for its approval. The memorandum outlines the administrative procedures for the program including the application process, the procedure for computing interstate reimbursement, and tuition related information.

There are no changes that will affect the 2007-2008 academic year. However, there are changes that will affect students who will first enroll in the fall of 2008. You will see the changes marked with either a strikethrough (if the language is no longer pertinent) or underlined if new or replacement language is inserted. Following are explanations for the proposed changes.

Page 3: Reciprocity Tuition

There will be no change in the tuition structure for students enrolled this fall, 2007-2008. These students will continue under this tuition structure for: four (4) years, or until such time as they are not continuously enrolled, or until they finish their program of study; whichever comes first.

Students who newly enroll in 2008-2009 will be charged the higher-of-the tuition rates comparing the campus they are attending and the comparable school in their home state. (This change is directly linked to changes on pages 13 and 14 which will be explained next.)

Page 13: Financial Aid for Reciprocity Students

This section sets up the mechanism for Wisconsin to redirect our payment to Minnesota. Instead of sending our payment to the State of Minnesota general fund we will be sending funds to the University of Minnesota System and the Minnesota State Colleges and Universities System. The amount of money going to Minnesota will continue to be covered by the excess tuition collected from Minnesota students attending Wisconsin schools. There is no negative impact on GPR.

Pages 13 and 14: Wisconsin Reciprocity Supplement Program

Beginning in 2008, students will be charged the higher-of-the-two tuitions. However, the Supplement Program will redirect the Wisconsin payment to the Minnesota campuses to cover the tuition gap. Wisconsin students will continue to pay the equivalent of a Wisconsin tuition amount (plus applicable surcharges). The amount of money going to Minnesota will continue to be covered by the excess tuition collected from Minnesota students attending Wisconsin schools. There is no negative impact on GPR.

Pages 4 – 12: New Language Describing Tuition at Comparable Campuses (Undergraduate and Graduate Schools).

The changed language on these pages describes the new tuition charged at comparable campuses. Language in each section also grandfathers in those students enrolled prior to 2008-2009.

Please feel to contact me if you have any questions or concerns about these changes.

Sincerely,

Connie Hutchison, Executive Secretary
Higher Educational Aids Board

Cc:	Senator Russell Decker	Representative Scott Suder
	Representative Kitty Rhoades	Representative Robin Vos
	Senator Dave Hansen	Representative Mark Pocan
	Senator Lena Taylor	Representative Pedro Colón
	Senator Robert Jauch	Dan Schoof, Department of Administration
	Senator Mark Miller	Emily Pope, Legislative Fiscal Bureau
	Senator John Lehman	Lynn Paulson, UW System Administration
	Senator Alberta Darling	Sharon Wilhelm, UW System Administration
	Senator Luther Olsen	Christopher Goss, UW System Administration
	Representative Dan Meyer	Bob Hanle, Department of Administration
	Representative Jeff Stone	R. J. Binau, Department of Administration
	Representative Steve Kestell	Maria Bundy, Office of the Governor

**ADMINISTRATIVE MEMORANDUM FOR THE
MINNESOTA-WISCONSIN INTERSTATE TUITION
RECIPROCITY PROGRAM**

TO: All Interested and Concerned Parties

FROM: Susan Heegaard, Director
Minnesota Office of Higher Education
and
Connie Hutchison, Executive Secretary
State of Wisconsin Higher Educational Aids Board

SUBJECT: Administrative Memorandum for the Minnesota-Wisconsin Interstate Higher Education Agreement, 2007-2008 ~~2006-2007~~ Academic Year

DATE: July 1, 2007 ~~June 15, 2006~~

INTRODUCTION

In order to implement the statutory authority and the formal interstate agreement negotiated between the two states, this administrative agreement has been prepared to specify administrative procedures of the program.

DURATION OF THE AGREEMENT AND PROCEDURES FOR MODIFICATION

This memorandum is subject to the principles and conditions of the Minnesota-Wisconsin Public Higher Education Reciprocity Agreement and is to be effective July 1, 2007 ~~2006~~. The memorandum is subject to annual review by both administrative agencies.

ADMINISTRATIVE PROCEDURES

To insure procedural regularity and compatibility, the two administering agencies have agreed to follow the procedures outlined in this memorandum:

1. **Public Information**

After formal adoption of the agreement, each agency executive will direct a detailed written communication regarding the administration of the program to the institutions of post-secondary education, all secondary schools, and other interested individuals, and organizations in his state. Prior to the start of each academic year, the two administering agencies will cooperatively develop and implement training workshops for personnel from participating institutions of higher education if such workshops are deemed necessary by both agencies.

2. **Application Form**

A common application and procedure will be used in both states. All students from each state will complete the same application and submit it to the respective administering agency in their home states. Both new and continuing students will use the same application. The application will require general and institutional information. Each administering agency will print a supply of applications

on paper of a mutually agreed upon color for distribution to institutions of post-secondary education in its home state, and secondary schools in its home state. Either state may adopt a paperless application process, in lieu of or in addition to, the paper application. The student needs to complete one application. This application will provide reciprocity for the student in continuous attendance. Should the student not attend an institution for 365 days, the student must reapply for reciprocity. Should a change in the student's residence occur, the student and/or the institutions must notify the appropriate administering agency in writing of the change.

3. **Residency**

The administering agency in the student's home state will make a determination of residency based on the information provided by the student during the application process. The agency reserves the right to refuse eligibility if the information provided by the student does not substantiate the claim of residency.

4. **Approval and Certification Year**

Once eligibility is determined, it shall continue through the academic year for which certification has been granted. Should a student's residency status for fee assessment purposes change during the academic year, the originating state's responsibility to the student under the agreement will cease with the beginning of the first term following establishment of residency in the other state. The certification year begins with the Fall of each academic year and ends with the last Summer session or workshop which begins before the first day of the Fall term of the succeeding academic year. The student that is in attendance and has earned credits during the 2007-2008 ~~2006-2007~~ academic year, will automatically have reciprocity benefits renewed for the 2008-2009 ~~2007-2008~~ academic year unless notification has been received by the administering agency of a change in residency.

5. **Application Deadline**

Applications must be postmarked or electronically submitted no later than the last day of scheduled classes of the first term for which the student expects to receive benefits under the agreement. Eligibility shall continue for the remainder of the academic/certification year. The administering agencies will cooperate in a mutual exchange of academic calendar information.

6. **Coordinative Procedures**

Periodically throughout the certification year, the administering agencies will exchange alphabetical listings of all residents of their respective states who are participating in the reciprocity program. The administering agencies will also provide alphabetical listings of their state's residents eligible for participation in the agreement to the designated institutions of post-secondary education in the other state. Nothing shall prohibit agencies from exchanging data in electronic format.

7. **Institutional Monitoring**

Each administering agency will be responsible for monitoring institutions in its home state for compliance with the provisions and spirit of the agreement.

PROCEDURE FOR COMPUTATION OF INTERSTATE REIMBURSEMENT

1. **Definition of Terms.**

Terminology used in the computation of the net state interstate reimbursement is described in the Agreement.

2. **Student Categories.**

In determining the net state interstate reimbursement obligation, the following categories of student enrollment institutions and associated instructional costs will be used:

A. Undergraduate Students

1. Undergraduate students enrolled at the University of Wisconsin-Madison, the Minnesota-Twin Cities and the University of Minnesota-Morris.
2. Undergraduate students enrolled at the University of Wisconsin-Milwaukee and the University of Minnesota-Duluth.
3. Undergraduate students enrolled at the University of Wisconsin Comprehensive institutions and the Minnesota State Universities and the University of Minnesota-Crookston.
4. Undergraduate students enrolled at the University of Wisconsin System Colleges and the Minnesota Community Colleges.
5. Undergraduate students enrolled at consolidated Minnesota Community and Technical Colleges.

B. Graduate Students

1. Graduate students enrolled at the University of Wisconsin-Madison and the University of Minnesota-Twin Cities.
2. Graduate students enrolled at the University of Wisconsin-Milwaukee and the University of Minnesota-Duluth.
3. Graduate students enrolled at the University of Wisconsin Comprehensive institutions and the Minnesota State Universities.

C. Professional Students

1. Law school students enrolled at the University of Wisconsin-Madison and the University of Minnesota-Twin Cities.
2. Pharm D students enrolled at the University of Wisconsin-Madison and the University of Minnesota-Twin Cities.

The total costs and the reciprocity cost differentials for each of the categories of students and institutions listed in this section will be determined after each state's operating budget for public higher education systems has been finalized. These cost differentials will be based on actual costs per student for the 2007-2008~~2006-2007~~ academic year.

3. **Reciprocity Tuition.**

Institutions covered under this agreement will charge the following reciprocity tuition rates to students who are determined eligible to receive tuition reciprocity benefits during the ~~2007-2008~~ ~~2006-2007~~ academic year. Tuition rates charged to students enrolled prior to the beginning of the 2008-2009 academic year shall be based on the terms of the 1998 agreement and shall be effective until the student is no longer continuously enrolled (excluding summer sessions), or until the end of the 2011-2012 academic year or until the completion of a student's program, whichever occurs first. Tuition rates charged to students first enrolled during the 2008-2009 academic year and thereafter shall be based on the terms of the 2007 agreement.

Consistent with the agreement's treatment of other forms of direct and indirect student aid, students enrolled in courses, programs, and/or institutions that do not charge a nonresident tuition rate but

charge a tuition rate other than the resident rate to all students enrolled in a course or program shall not be eligible, nor shall they be counted under the agreement.

Graduate students who receive a tuition waiver as a benefit of employment at the institution shall be eligible and counted under the agreement. The tuition reported by the institution to the administering agency shall be the reciprocity tuition rate for graduate students at that institution.

A. Undergraduate Students

UW-MADISON (per semester term/per semester credit)

Minnesota residents enrolled at attending UW-Madison prior to the beginning of the 2008-2009 academic year will be charged the UM-Twin Cities undergraduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Minnesota residents first enrolled at UW-Madison during the 2008-2009 academic year or thereafter will be charged the higher of the UW-Madison or UM-Twin Cities undergraduate resident tuition rates. The tuition structure and banding mechanism in place at the institution attended will apply.

UM-TWIN CITIES (per semester term/per semester credit)

Wisconsin residents enrolled at attending UM-Twin Cities prior to the beginning of the 2008-2009 academic year will be charged the UW-Madison undergraduate resident tuition rate plus 25% of the difference between the UW-Madison undergraduate resident tuition rate and the UM-Twin Cities undergraduate resident rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Wisconsin residents first enrolled at UM-Twin Cities during the 2008-2009 academic year or thereafter will be charged the higher of the UM-Twin Cities undergraduate resident rate or the UW-Madison undergraduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply.

UM-MORRIS (per semester term/per semester credit)

Wisconsin residents enrolled at attending UM-Morris prior to the beginning of the 2008-2009 academic year will be charged the UW-Madison undergraduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits will be charged the term rate plus the per credit rate for each credit over 18.~~

Wisconsin residents first enrolled at UM-Morris during the 2008-2009 academic year or thereafter will be charged the higher of the UM-Morris or UW-Madison undergraduate resident tuition rates. The tuition structure and banding mechanism in place at the institution attended will apply.

UW-MILWAUKEE (per semester term/per semester credit)

Minnesota residents enrolled at attending UW-Milwaukee prior to the beginning of the 2008-2009 academic year will be charged the UM-Duluth undergraduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged by the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Minnesota residents first enrolled at UW-Milwaukee during the 2008-2009 academic year and thereafter will be charged the higher of the UW-Milwaukee or UM-Duluth undergraduate resident tuition rates. The tuition structure and banding mechanism in place at the institution attended will apply.

UM-DULUTH (per semester term/per semester credit)

Wisconsin residents enrolled at attending UM-Duluth prior to the beginning of the 2008-2009 academic year will be charged the UW-Milwaukee undergraduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Wisconsin residents first enrolled at UM-Duluth during the 2008-2009 academic year and thereafter will be charged the higher of the UM-Duluth undergraduate resident rate or UW-Milwaukee undergraduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply.

WISCONSIN UNIVERSITY COMPREHENSIVE (per semester term/per semester credit)

Minnesota residents enrolled at attending Wisconsin Comprehensives prior to the beginning of the 2008-2009 academic year will be charged a weighted average of the undergraduate resident tuition rates for MN State Universities and UM-Crookston. Minnesota residents attending the University of Wisconsin-Eau Claire campus will be charged the weighted average plus the tuition differential rate in place at the University of Wisconsin-Eau Claire, the sum of which may not exceed the undergraduate tuition rate charged to Wisconsin residents attending this institution. Minnesota residents attending the UW-Stout campus will be charged per credit tuition including the differential rate at UW-Stout or the weighted average plus the tuition differential rate unless they are returning students that fall outside of the per credit program at UW-Stout. The sum of the rate charged plus the differential rate may not exceed the undergraduate rate charged to Wisconsin residents attending the institution. If the Minnesota weighted average tuition is larger than the undergraduate tuition rate charged to Wisconsin residents attending the University of Wisconsin Eau Claire and Stout campuses, only the Minnesota weighted average tuition will be charged. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 12-18 credits per term will be charged the per term rate. Students taking 1-11 credits will be charged the per credit~~

~~rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Minnesota residents first enrolled at Wisconsin Comprehensives during the 2008-2009 academic year and thereafter will be charged the higher of the weighted average of the undergraduate resident tuition rates for MN State Universities and UM-Crookston or the resident rate at the Wisconsin Comprehensive campus attended. The tuition structure and banding mechanism in place at the institution attended will apply.

MINNESOTA STATE UNIVERSITIES/UM-CROOKSTON (per semester/per credit)
Wisconsin residents enrolled at attending Minnesota State Universities and UM-Crookston prior to the beginning of the 2008-2009 academic year will be charged the weighted average Wisconsin Comprehensive undergraduate resident tuition rate. Wisconsin residents attending Winona State University will be charged the weighted average Wisconsin Comprehensive undergraduate tuition rate plus the tuition differential rate in place at Winona State University. The Wisconsin Comprehensive undergraduate tuition rate plus the tuition differential may not exceed the undergraduate tuition rate charged to Minnesota residents attending Winona State University, including the tuition surcharge. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 12-18 credits will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Wisconsin residents first enrolled at Minnesota State Universities and UM-Crookston during the 2008-2009 academic year and thereafter will be charged the higher of the weighted average Wisconsin Comprehensive undergraduate resident tuition rate or the undergraduate resident rate at the institution attended. The tuition structure and banding mechanism in place at the institution attended will apply.

UNIVERSITY OF WISCONSIN SYSTEM COLLEGES (per semester term/per semester credit)

Minnesota residents enrolled at attending University of Wisconsin System Colleges prior to the beginning of the 2008-2009 academic year will be charged Minnesota Community College undergraduate resident tuition. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 12-18 credits will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Minnesota residents first enrolled at University of Wisconsin System Colleges during the 2008-2009 academic year and thereafter will be charged the higher of the Minnesota Community College undergraduate resident tuition or the undergraduate resident tuition at the institution attended. The tuition structure and banding mechanism in place at the institution attended will apply.

MINNESOTA COMMUNITY COLLEGES (per semester term/per credit)

Wisconsin residents enrolled at Minnesota Community Colleges prior to the beginning of the 2008-2009 academic year will be charged the University of Wisconsin System College

~~undergraduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. Students taking 12-18 credits will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Wisconsin residents first enrolled at Minnesota Community Colleges during the 2008-2009 academic year and thereafter will be charged the higher of the University of Wisconsin System College undergraduate resident tuition rate or the undergraduate resident rate at the institution attended. The tuition structure and banding mechanism in place at the institution attended will apply.

MINNESOTA CONSOLIDATED COLLEGES (per semester term/per credit)

~~Wisconsin residents enrolled at Minnesota Consolidated Colleges prior to the beginning of the 2008-2009 academic year will be charged the University of Wisconsin System College undergraduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. Students taking 12-18 credits will be charged the per term rate. Students taking 1-11 credits will be charged the per credit rate. Students taking more than 18 credits per term will be charged the term rate plus the per credit rate for each additional credit over 18.~~

Wisconsin residents first enrolled at Minnesota Consolidated Colleges during the 2008-2009 academic year or thereafter will be charged the higher of the University of Wisconsin System College undergraduate resident tuition rate or the undergraduate resident tuition rate at the institution attended. The tuition structure and banding mechanism in place at the institution attended will apply.

WISCONSIN TECHNICAL COLLEGES

Minnesota residents attending Wisconsin Technical Colleges will be charged the Wisconsin Technical College undergraduate resident tuition rate.

MINNESOTA TECHNICAL COLLEGES

Wisconsin residents attending Minnesota Technical Colleges will be charged the Minnesota Technical College undergraduate resident tuition rate.

B. Graduate Students

UW-MADISON

Graduate Rate (per semester term/per semester credit)

Minnesota residents attending UW-Madison will be charged the higher of the UM-Twin Cities or UW-Madison graduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 8+ credits will be charged the per term rate. Students taking 1-7 credits will be charged the per credit rate.~~

Business Masters Rate (per semester term/per semester credit)

Minnesota residents attending UW-Madison Business Masters program will be charged the higher of the UM-Twin Cities or the UW-Madison Business Masters resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply, if they first enrolled in the program during the 1998-99 academic year or thereafter. ~~Minnesota~~

~~residents who enrolled in the UW Madison Business Master program prior to the beginning of the 1998-99 academic year will be charged the UM Twin Cities graduate school resident tuition rate. Students taking 8+ credits will be charged the per term rate. Students taking 1-7 credits will be charged the per credit rate.~~

UM-TWIN CITIES

Graduate Rate (per semester term/per semester credit)

Wisconsin residents attending UM-Twin Cities will be charged the higher of the UW-Madison graduate resident tuition rate or the UM-Twin Cities graduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota Twin Cities Graduate School. (Currently, students taking 6-14 credits are charged the term rate, students taking 1-5 credits are charged the per credit rate and students taking more than 14 credits are charged the term rate plus the per credit rate for each additional credit over 14 credits. This is subject to any changes taking place for the 2006-2007 academic year.)~~

Business Masters Rate (per semester term/per semester credit)

Wisconsin residents attending UM-Twin Cities will be charged the higher of the UW-Madison Business Masters resident tuition rate or the UM-Twin Cities Business Masters resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~if they first enrolled in the program during the 1998-99 academic year or thereafter. Wisconsin residents who enrolled in the UM Twin Cities Business Master programs prior to the beginning of the 1998-99 academic year will be charged the UW Madison Business Masters program resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota Twin Cities Business Masters Program. (Currently, students taking 12-19 credits are charged the term rate, students taking 1-11 credits are charged the per credit rate and students taking more than 19 credits are charged the term rate plus the per credit rate for each additional credit over 19 credits. This is subject to any changes taking place for the 2007-2008 2006-2007 academic year.) Those students enrolled prior to the first semester of the 1989-90 academic year will be charged the higher of the UW Madison graduate resident tuition rate or the UM Twin Cities graduate resident tuition rate.~~

UW-MILWAUKEE

Graduate Rate (per semester term/per semester credit)

Minnesota residents attending UW-Milwaukee will be charged the higher of the UW-Milwaukee graduate resident tuition rate or the UM-Duluth graduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 8+ credits per term will be charged the per term rate. Students taking 1-7 credits will be charged the per credit rate.~~

Business Masters (per semester term/per semester credit)

Minnesota residents attending UW-Milwaukee will be charged the higher of the UW-Milwaukee Business Masters resident tuition rate or the UM-Duluth Business Masters resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~if they first enrolled in the program during the 1998-99 academic year or thereafter. Minnesota residents who enrolled in the UW Milwaukee Business Master program prior to the beginning of the 1998-99 academic year will be charged the UM Duluth graduate school resident tuition rate.~~

~~Students taking 8+ credits will be charged the per term rate. Students taking 1-7 credits will be charged by the per credit rate.~~

UM-DULUTH

Graduate Rate (per semester term/per semester credit)

~~Wisconsin residents attending UM-Duluth will be charged the higher of the UM-Duluth graduate resident tuition rate or the UW-Milwaukee graduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota – Duluth Graduate School. (Currently, students taking 6-14 credits are charged the term rate, students taking 1-5 credits are charged the per credit rate and students taking more than 14 credits are charged the term rate plus the per credit rate for each additional credit over 14 credits. This is subject to any changes taking place for the 2006-2007 academic year.)~~

Business Masters (per semester term/per semester credit)

~~Wisconsin residents attending UM-Duluth will be charged the higher of the UM-Duluth Business Masters resident tuition rate or the UW-Milwaukee Business Masters resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. if they first enrolled in the program during the 1998-99 academic year or thereafter. Wisconsin residents who enrolled in the UM-Duluth Business Master programs prior to the beginning of the 1998-99 academic year will be charged the UW-Milwaukee Business Masters program resident tuition rate. Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota – Duluth Business Masters Program. (Currently, students taking 12-19 credits are charged the term rate, students taking 1-11 credits are charged the per credit rate and students taking more than 19 credits are charged the term rate plus the per credit rate for each additional credit over 19 credits. This is subject to any changes taking place for the 2006-2007 academic year.) Those enrolled prior to the first semester of the 1989-90 academic year will be charged the higher of the UW-Milwaukee graduate resident tuition rate or the UM-Duluth graduate resident tuition rate.~~

WISCONSIN UNIVERSITY COMPREHENSIVE

Graduate Rate (per semester term/per semester credit)

Minnesota residents attending Wisconsin University Comprehensives will be charged the higher of the Wisconsin University Comprehensive graduate resident tuition rate or the Minnesota State University graduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 9+ credits will be charged the per term rate. Students taking 1-8 credits will be charged by the per credit rate.~~ Students attending UW-Stout will be charged on a per credit basis as per credit tuition is phased in.

Business Masters (per semester term/per semester credit)

Minnesota residents attending Wisconsin University Comprehensive Business Masters will be charged the higher of the Wisconsin University Comprehensive Business Masters resident tuition rate or the Minnesota State University Business Masters resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Students taking 9+ credits will be charged the per term rate. Students taking 1-8 credits will be charged by the per credit rate.~~

MINNESOTA STATE UNIVERSITIES

Graduate Rate (per semester credit)

Wisconsin residents attending Minnesota State Universities will be charged the higher of the Minnesota State Universities graduate resident tuition rate or the Wisconsin University Comprehensive graduate resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Tuition plateaus will be based on the banding mechanism in place for the Minnesota State Universities graduate programs.~~

Business Masters (per semester credit)

Wisconsin residents attending Minnesota State Universities Business Masters will be charged the higher of the Minnesota State Universities Business Masters resident tuition rate or the Wisconsin University Comprehensive Business Masters resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Tuition plateaus will be based on the banding mechanism in place for the Minnesota State Universities Business Masters program. Those students enrolled prior to the first semester of the 1989-90 academic year will be charged the higher of the Minnesota State Universities graduate resident tuition rate or the Wisconsin University Comprehensive graduate resident tuition rate.~~

C. Professional Students

UW-MADISON

Law (per semester term/per semester credit)

Minnesota residents enrolled at UW-Madison Law School will be charged the higher of the UW-Madison Law School resident tuition rate or the UM-Twin Cities Law school resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply.

~~Students taking 12+ credits will be charged the per term rate. Students taking 1-11 credits will be charged by the per credit rate.~~

Pharm.D. (per semester term/per semester credit)

Minnesota residents enrolled at UW-Madison Pharm.D. will be charged the higher of the UW-Madison Pharm.D. resident tuition rate or the UM-Twin Cities Pharm.D. resident tuition rate.

The tuition structure and banding mechanism in place at the institution attended will apply.

~~Students taking 12+ credits will be charged the per term rate. Students taking 1-11 credits will be charged by the per credit rate.~~

UM-TWIN CITIES

Law (per semester term/per semester credit)

Wisconsin residents ~~who~~ enrolled at the UM-Twin Cities Law School ~~after the 1995-96 academic year~~ will be charged the higher of the UM-Twin Cities Law School resident tuition rate or the UW-Madison Law School resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota Twin Cities Law School.~~

~~(Currently, students taking 12 or more credits are charged the term rate and students taking 1-11 credits are charged the per credit rate. This is subject to any changes taking place for the 2006-2007 academic year.) Wisconsin residents who enrolled at the UM Twin Cities Law School before or during the 1995-96 academic year will be charged the UW Madison Law school resident tuition rate~~

Pharm.D. (per semester term/per semester credit)

Wisconsin residents attending UM-Twin Cities Pharm.D. will be charged the higher of the UM-Twin Cities Pharm.D. resident tuition rate or the UW-Madison Pharm.D. resident tuition rate. The tuition structure and banding mechanism in place at the institution attended will apply. ~~Tuition plateaus will be based on the banding mechanism in place for the University of Minnesota Twin Cities College of Pharmacy. (Currently, students taking 12 or more credits are charged the term rate and students taking 1-11 credits are charged the per credit rate. This is subject to any changes taking place for the 2006-2007 academic year.)~~

Eligible students enrolled in professional academic programs not available in their home state will be charged the resident tuition of the school attended.

4. **Institutional Procedures.**

After each academic term, each administering agency will provide three copies of the cooperatively designed final certification (enrollment status) list to the other state's participating public institutions. The list will include the names of all students who have been certified as eligible for participation in the reciprocity agreement during that term. Using these lists, each institution will enter the number of credits carried by category (undergraduate or graduate) and the amount of the reciprocity tuition paid by each student certified. The institutions will cross out the names of these certified students who did not enroll or withdrew at any time during the period of that term for which the student is eligible for a tuition/fee refund. The institutions will certify by signature for correctness of this data and will send two copies of this completed certification list to the administering agency in their home states. Nothing shall prohibit participating schools and agencies from exchanging data in electronic format.

5. **Agency Procedures.**

A. Each administering agency will be responsible for the timely return of the completed certification lists from the institutions in its home state. The administering agency will forward one copy of each institution's completed certification list to the administering agency in the other state.

B. The data provided by the institutions for each term on the certification lists will be balanced for each institution and any adjustments adequately documented for subsequent auditing.

C. Once the data for each term have been balanced, a copy of the results will be supplied to the agency in the other state, along with a report of the number of undergraduate and graduate students for whom nonresident tuition has been waived under the agreement. Each state will certify to the other state the number of students, the number of credits carried and the total amount of reciprocity tuition paid by each student at each institution. Student and credit hour totals for each institution will be grouped by category and the school and category totals will be grouped by each agency. This information will be used by each state to facilitate the computation of the net interstate reimbursement obligation and to monitor institutional reporting. The deadline for such reconciliation for each term shall be 90 days from the conclusion of that term. Subsequent changes to institutional certifications shall be only with consent of both agencies.

D. At the end of each academic year, each administering agency shall calculate the Net Reimbursement Obligation under the terms of the 1998 agreement as if operating under the

2006-2007 administrative memorandum. This information shall be reported to the administering agency in the other state for historical reference purposes.

E. ~~D~~. The net state reimbursement obligation will be calculated and paid in a manner described in the Agreement.

6. **Common Data Format and Coordinated Planning**

To insure compatibility of information pertaining to the program, both agencies will adopt a common data format and share data maintenance and reporting responsibilities. To improve the information about the program for purposes of research, planning and evaluation, both agencies agree to collect and maintain any mutually agreed upon data.

7. **Financial Aid for Reciprocity Students**

Either state may establish a financial aid program for its reciprocity students in the other state as provided in Minnesota Statutes 136A.08, subd 5., and in Wisconsin Statutes Chapter 39. The terms of such financial aid programs may be formulated outside the reciprocity agreement and shall be included in the annual administrative memorandum. Any such financial aid programs may be non-reciprocal. A financial aid program must not be constructed so as to affect the computation of interstate reimbursement, as specified in the agreement, or the payment arrangement for the interstate reimbursement to the general fund.

8. **Wisconsin Reciprocity Supplement Program**

The Wisconsin Higher Educational Aids Board shall establish a reciprocity supplement program, in accordance with Minnesota Statutes 136A.08, subd 5., and Wisconsin Statutes Chapter 39 for Wisconsin reciprocity students matriculating on Minnesota campuses during the 2008-2009 academic year and thereafter. The amount of the reciprocity supplement shall be calculated based on the difference between the Minnesota resident rate for the campus attended and the reciprocity rate for Wisconsin students, that would have been calculated under the 1998 MN/WI Interstate Tuition Reciprocity Agreement, as amended in 2001, and as put into effect in the 2006-07 administrative memorandum.

Minnesota campuses agree to administer the Reciprocity Supplement Program (provided the payments are \$100 or more) on behalf of the Wisconsin Higher Educational Aids Board. Payments shall be awarded and applied to the student's account by the Minnesota campus on behalf of the Wisconsin Higher Educational Aids Board. If the supplement is itemized on individual tuition bills it shall be entitled "Wisconsin Reciprocity Supplement." Within one month of the end of each academic term, each campus shall certify a list of students to whom supplements were awarded during that term.

The University of Minnesota and the Minnesota State Colleges and Universities (MnSCU) shall each collect and combine lists from all campuses in their system, and submit a system invoice to the Wisconsin Higher Educational Aids Board for the sum of all supplements awarded. The Wisconsin Higher Education Aids Board shall reimburse the University of Minnesota and MnSCU within one month of receiving the invoice. Penalty for late or insufficient payment will increase the term supplement obligation by an amount equaling the product of:

 The term supplement obligation
X The average rate of yield on 90-day Treasury bills sold during the first business day

following the day the payment is due
/ 365 days
X the number of days between the payment due date and the date of payment.



State of Wisconsin
Higher Educational Aids Board

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Governor

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June 22, 2007

The Honorable Senator Russ Decker, Co-Chair
The Honorable Representative Kitty Rhoades, Co-Chair
Joint Committee on Finance
State Capitol
Madison, WI 53702

Re: Minnesota-Wisconsin Public Higher Education Reciprocity Agreement

Dear Senator Decker, Representative Rhoades, and Members:

On behalf of the Higher Educational Aids board I am submitting, in accordance with s. 39.42, proposed changes for the Minnesota-Wisconsin Public Higher Education Reciprocity Agreement. The proposed changes have been negotiated between the Higher Educational Aids Board and the Minnesota Office of Higher Education, and require approval of both states' governing authorities.

The changes in the Minnesota-Wisconsin Public Higher Education Reciprocity Agreement are directly related to and affected by the proposed changes in the Administrative Memorandum for the Minnesota-Wisconsin Interstate Tuition Reciprocity Program which has also been submitted to Joint finance on June 22 under S. 39.47(2g).

There are no changes that will affect the 2007-2008 academic year. However, there are changes that will affect students who will first enroll in the fall of 2008. You will see the changes marked with either a strikethrough (if the language is no longer pertinent) or underline if new or replacement language is inserted. Following are explanations for the proposed changes.

Page 3: In 2008, newly enrolled students will be charged the higher of the two tuition rates of the campus they are attending and a comparable campus in their home state.

This directly relates to proposed changes in the Administrative Memorandum (page 12, Wisconsin Reciprocity Supplement Program) that allows Wisconsin to redirect the annual reciprocity payment to the campuses rather than remitting the funds to the Minnesota general fund. Students will be charged the higher of the two, but the supplement sent to the campuses will cover the tuition gap.

Page 4: The language struck through on page 4 is obsolete and no longer relevant. This is a housekeeping change.

Page 5: The language changes in (C.) define Reciprocity Tuition as tuition charged, rather than what is paid by the student. This coincides with the redirection of the annual payment to the campuses in order to cover the gap between Minnesota tuition and tuition paid by Wisconsin residents.

The new language (underlined) references an annual memorandum between Minnesota and Wisconsin that confirms the states' tuition rates. This is not a new memorandum; however it has not previously been mentioned in the agreement.

Page 6: The Computational Methodology deletes the words "student paid" and references the "Reciprocity Tuition," making this consistent with the updated definition described on Page 5 (see above).

Page 7: The new language in "II. Direct Financial Aid" references a financial aid program that is defined in the Administrative Memorandum for the Minnesota-Wisconsin Interstate Tuition Reciprocity Program. This proposed program titled the "Wisconsin Reciprocity Supplement Program" is found on page 12 of the proposed 2007 Administrative Memorandum for the Minnesota-Wisconsin Interstate Tuition Reciprocity Program which has also been submitted to the Joint Committee on Finance.

I look forward to speaking with you about these proposed changes. Please feel to contact me if you have any questions or concerns.

Sincerely,

Connie Hutchison, Executive Secretary
Higher Educational Aids Board

Cc:	Senator Russell Decker	Representative Scott Suder
	Representative Kitty Rhoades	Representative Robin Vos
	Senator Dave Hansen	Representative Mark Pocan
	Senator Lena Taylor	Representative Pedro Colón
	Senator Robert Jauch	Dan Schoof, Department of Administration
	Senator Mark Miller	Emily Pope, Legislative Fiscal Bureau
	Senator John Lehman	Lynn Paulson, UW System Administration
	Senator Alberta Darling	Sharon Wilhelm, UW System Administration
	Senator Luther Olsen	Christopher Goss, UW System Administration
	Representative Dan Meyer	Bob Hanle, Department of Administration
	Representative Jeff Stone	R. J. Binau, Department of Administration
	Representative Steve Kestell	Maria Bundy, Office of the Governor

MINNESOTA–WISCONSIN PUBLIC HIGHER EDUCATION RECIPROCITY AGREEMENT

General Provisions

I. Purpose and Nature of the Agreement

The purposes of this Agreement are to continue to improve the postsecondary education advantages of residents of Minnesota and Wisconsin through greater availability and accessibility of postsecondary education opportunities and to achieve improved effectiveness and economy in meeting the postsecondary education needs of Minnesota and Wisconsin residents through cooperative planning efforts. These purposes will be accomplished by granting students access to public postsecondary institutions in the neighboring state at a rate below that charged to other non-resident students. Under this Agreement, Minnesota residents are afforded the opportunity to attend public institutions in Wisconsin on the same academic basis that Wisconsin residents attend these institutions; and Wisconsin residents are afforded the opportunity to attend public institutions in Minnesota on the same academic basis that Minnesota residents attend these institutions.

With the exception of those programs identified within this Agreement for which specific quotas are established, the opportunity to enter a public institution in the neighboring state will be dependent upon the availability of space in the particular program which the student seeks to enter. A student whose reciprocity application is approved by the appropriate agency in his/her state of residence will be accommodated in a public institution in the neighboring state if he/she meets those admission requirements which are applied to residents of the neighboring state and if space is available in the program which the student seeks to enter.

II. Basic Principles of the Agreement

The basic principles underlying this Agreement are that the primary beneficiaries are to be the residents of Minnesota and Wisconsin through the broadening of educational opportunities and that neither state shall benefit at the expense of the other, either financially or through the unintended, adverse effects on the missions of adjacent universities in the other state. To accomplish these objectives;

- A. The computation of the net interstate reimbursement obligation shall be based upon the variable cost of educating students eligible for the program as defined in this Agreement; and
- B. The states may agree on special measures to set and coordinate educational policies including tuition and financial aid policies under the Agreement as it affects the adjacent regional universities of the two states.

III. Duration of the Agreement

This Agreement is to be effective beginning on July 1, ~~1998~~ 2007, and shall continue from year to year unless modified or terminated as hereafter provided. The terms and conditions governing the agreement may be modified at any time upon mutual agreement of both parties. Should either state desire to make changes to the agreement or conditions contained in the annual administrative memorandum, that state must send to the other state's administrating agency, in writing and by certified mail, a detailed listing of proposed changes and a rationale for why these changes are being sought. Both parties must then meet within 60 days of receipt of this letter. This agreement may be canceled by either state with four years advance notice of intent to terminate. Such notice must be provided in writing, and by certified mail, to the head of the respective administrating agency by July 1 in order to initiate the four-year period for shut down activities. Should either state notify the other of an intent to terminate the agreement, the last annual administrative memorandum agreed to by both states will be the controlling policy document during the term of the shut down period, except for annual changes which may need to be made to accurately reflect prevailing tuition charges for the four year shut down period. The Agreement is continued subject to the provision of legislative appropriations.

IV. Scope of the Agreement—Students

All persons who qualify as residents of Minnesota and Wisconsin for purposes of postsecondary education under laws and regulations of the state of residency may be eligible to attend a public postsecondary institution in the neighboring state under this Agreement with the following exceptions:

- A. Wisconsin students enrolled in extension or distance learning courses offered by Minnesota institutions in Wisconsin are not covered under this agreement. Minnesota students enrolled in extension or distance learning courses offered by Wisconsin institutions in Minnesota are also not covered under this Agreement.
- B. Professional students in a Doctor of Medicine, Doctor of Dental Sciences, or Doctor of Veterinary Medicine Program in the public institutions of either state will be ineligible for reciprocity tuition under this Agreement.

V. Scope of the Agreement–Institutions

All public postsecondary education institutions in Minnesota and Wisconsin are included under this Agreement and are available to residents of the neighboring state in accordance with terms of this Agreement.

VI. Scope of the Agreement–Continuing Students

An eligible student who is enrolled in an eligible institution in either state during the initial year of the four-year shut down period described under ‘Duration of Agreement’ shall continue to receive reciprocity benefits during the four-year shut down period, provided the student continues to be enrolled each year at an eligible institution. A student who is not enrolled in an eligible institution during the initial year of the shut down period will no longer be eligible for reciprocity benefits under this Agreement.

Collegiate Education

I. Plan for Collegiate Students Under the Agreement

Under this Agreement, all Minnesota residents are eligible to attend public collegiate institutions in Wisconsin as undergraduate, and graduate, students on the same basis for admission and performance that Wisconsin residents attend the same institutions. Similarly, all Wisconsin residents are eligible to attend public collegiate institutions in Minnesota as undergraduate, and graduate, students on the same basis for admission and performance purposes that Minnesota residents attend these institutions.

For purposes of this Agreement, each state shall establish a reciprocity tuition structure that will apply to its students enrolled in public institutions in the neighboring state. Effective with new students matriculating in 2008-2009, students will be charged the higher of the tuition rate of the campus attended or of a comparable campus in their home state. Details of the reciprocity tuition rates will be mutually agreed upon by both parties and described in the annual administrative memorandum. In the event the resident tuition rates charged in both states are not finalized by July 15, any adjustments made to the previous year’s tuition rates shall be applied to the tuition rates for the new fiscal year, once finalized.

~~For academic year 1998-99 and 1999-00,~~ The reciprocity tuition charged to Wisconsin undergraduate students attending the U of M - Twin Cities prior to the 2008-2009 academic year will be equal to the

U of W - Madison undergraduate resident rate plus 25% of the difference between the U of W - Madison undergraduate resident rate and the U of M - Twin Cities undergraduate resident rate. ~~In the spring of the 1998-99 and 1999-00 academic years, the impact of the additional tuition gap charge on the U of M - Twin Cities' enrollment and on the goal of maintaining a financially equitable agreement shall be analyzed. The product of this analysis shall be considered in the drafting of the subsequent annual administrative memoranda.~~

There shall be no restrictions on the number of students from either state who may participate in this reciprocity program.

II. Administrative Agencies

The following state agencies shall be responsible for the administering of this Agreement in their respective states:

State of Minnesota ~~Office of Higher Education Services Office~~
State of Wisconsin Higher Educational Aids Board

III. Application Procedures and Student Eligibility

- A. The application procedure, determination of eligibility, and effective reciprocity tuition schedules shall be specified in the annual administrative memorandum prepared by the administering agencies.
- B. Neither state agency will be financially liable for students enrolled under the reciprocity Agreement who have not received prior approval and certification by the responsible agency.
- C. The states agree to encourage the use of paperless applications and reporting between agencies to enhance service to students and families and to promote administrative efficiency.

Vocational-Technical Education

I. Plan for Vocational Students Under the Agreement

Wisconsin students enrolled in Minnesota technical colleges and Minnesota students enrolled in Wisconsin technical colleges shall not be counted in the interstate payment obligation. Both states agree to abide by the relevant application and reporting requirements for technical colleges, as mutually agreed upon by the Wisconsin Technical College System and the Minnesota ~~Office of Higher Education Services Office~~. Tuition rates charged to technical college students are described in the annual administrative memorandum.

Procedure for Computation of Interstate Reimbursement

I. Definition of Terms

As used in this Agreement the terms listed below shall be defined as follows:

A. Fixed Costs

That portion of total student costs which do not vary with changes in enrollment.

B. Variable Costs

Variable costs are that portion of total student costs which vary with changes in enrollment. For purposes of this Agreement, the variable cost shall be mutually agreed upon by both states' examination of cost data. The agreed upon variable cost will be 64 percent of total student costs.

C. Reciprocity ~~Student Paid~~ Tuition

The tuition ~~paid by~~ charged to reciprocity students attending in each state, as outlined annually in the Minnesota/Wisconsin Reciprocity Tuition rate confirmation memo.

D. Segregated Fees

Campus fees charged for student activities, health services, and other auxiliary activities are not included under this Agreement and shall be assessed directly to the student.

E. Gross State Reimbursement Obligation

The gross state reimbursement obligation is the number of reciprocity student credit hours multiplied by the variable cost per credit for reciprocity students attending in each state.

F. Net State Reimbursement Obligation

The net state reimbursement obligation is the number of reciprocity student credit hours multiplied by the variable cost per credit minus reciprocity ~~student paid~~ tuition (as defined by section I.C. above) for reciprocity students attending in each state.

G. State Reimbursement Obligation

The difference between the two state net reimbursement obligations. The state with the larger net state reimbursement obligation is obligated to the other state for the difference between the two net state reimbursement obligations.

H. Credits Carried

Credits carried are the credits actually paid for by the student and reflect any adjustments which may have occurred during the period of each term in which a student is eligible for a tuition refund. Each state's net reimbursement obligation is determined on the basis of credits carried and paid for as opposed to credits earned.

II. Student Categories

For purposes of this Agreement and the determination of the net state reimbursement obligation, categories of student enrollment, institutions, and associated instructional costs per student credit hour will be defined in the annual administrative memorandum.

III. Computational Methodology

A net state reimbursement obligation will be computed for each category of student enrollments, institutions, and associated instructional costs per student credit hour described in the annual administrative memorandum. The following formula will be used in computing the various net state reimbursement obligations.

<u>Minnesota's Obligation to Wisconsin</u>	<u>Wisconsin's Obligation to Minnesota</u>
Number of MN Student Credits Consumed in WI	Number of WI Student Credits Consumed in MN
x <u>Variable Costs per Credit Hour</u>	x <u>Variable Costs per Credit Hour</u>
= Gross Minnesota Reimbursement Obligation	= Gross Wisconsin Reimbursement Obligation
<u>— MN Reciprocity Student Paid Tuition*</u>	<u>— WI Reciprocity Student Paid Tuition*</u>
= Net Minnesota Reimbursement Obligation	= Net Wisconsin Reimbursement Obligation

* Net of refunds.

The sum of the various net state reimbursement obligations will determine each state's net state reimbursement obligation. The state with the larger net state reimbursement obligation is financially obligated to the other state for the difference between the two net state reimbursement obligations.

IV. Special Provisions

- A. Enrollment determinations under this Agreement shall begin with the fall session and include the next following spring and summer sessions.
- B. Any impasse that may arise regarding the interstate reimbursement obligation will be resolved by a third party mutually agreed to by both agencies. This information will be officially certified to each of the administering agencies and payment of the state reimbursement obligation amount will be made 30 days after the receipt of information necessary to compute the state reimbursement obligation or by December 1 following the end of the fiscal year, whichever is later.
- C. If the state with the net reimbursement obligation does not make the payment as specified in paragraph B, the amount will be increased by an amount equaling the product of:

The state reimbursement obligation

X The average rate of yield on 90-day Treasury bills sold during the first business day following the day the payment is due

÷ 365 days

X the number of days between the payment due date and the date of payment

Treatment of Other Forms of Direct and Indirect Student Aid

I. Nonpayment of Nonresident Tuition

A student who attends a public institution in the other state and who for any reason is not initially liable for payment of a nonresident tuition charge shall not be eligible, nor shall he or she be counted under this Agreement. This includes any student whose tuition has been waived or paid through indirect forms of aid or support such as governmental (federal/state/local) or stipends awarded to the institution.

II. Direct Financial Aid

In the case of direct forms of financial aid such as federal, state and institutional grants, scholarships, loans and work study, the student shall be considered eligible under this Agreement. The student's budget used to determine his/her financial need for direct forms of aid, however, should reflect the fact that he/she is paying reciprocity tuition rather than nonresident tuition.

Either state may establish a financial aid program for its reciprocity students attending in the other state as provided in Minnesota Statutes 136A.08, Subd. 5., and in Wisconsin Statutes Chapter 39. Terms for the financial aid program shall be included in the annual memorandum of understanding

and will not affect the computation of the interstate reimbursement as specified in this agreement.

Auditing, Data Verification, and Institutional Reporting

I. Internal Accounting Systems

Both states agree to adopt and continually seek to refine a comprehensive internal accounting system for determination of net reciprocity payments. The purpose of such system will be to assure each state that appropriate audit and verification procedures are followed by the institutions in determining the costs of the tuition reciprocity program.

II. Audit Agencies

Both states agree to work closely with their appropriate audit agencies (legislative, state, educational system or institution) to establish those monitoring and audit procedures necessary to verify the accuracy of the data provided by the institutions.

Admissions, Promotions and Recruitment

The Minnesota Office of Higher Education Services Office and the State of Wisconsin Higher Educational Aids Board jointly urge that all Minnesota and Wisconsin institutions follow the Statement of Principles of Good Practices, which has been adopted by the National Association of Secondary Schools and College Admissions Officers, and the recommended guidelines for institutions adopted by the Minnesota Office of Higher Education Services Office which are attached to this Agreement as appropriate codes of conduct for representatives of public institutions involved in admissions, promotion and student recruitment in the neighboring state.

Director

Minnesota Office of Higher Education

Executive Secretary

Wisconsin Higher Educational Aids Board

Date

Date