

INFORMATION
February 15, 2013

HIGHER EDUCATIONAL AIDS BOARD

BOARD REPORT #13-21

**RECIPROCITY AGREEMENT BETWEEN BLACKHAWK TECHNICAL
COLLEGE AND SOUTHWEST TECHNICAL COLLEGE WITH HIGHLAND
TECHNICAL COLLEGE IN FREEPORT, ILLINOIS**



February 7, 2013

Mary Jo Green, Chair
John Reinemann, Executive Secretary
Higher Educational Aids Board
131 W. Wilson Street
P.O. Box 7885
Madison, WI 53707-7885

Dear Board Chair Green and Executive Secretary Reinemann:

On behalf of the Wisconsin Technical College System (WTCS) Board, we are requesting approval from the Higher Educational Aids Board (HEAB) of the two attached reciprocity agreements. This request comes under the statutory authority for interstate agreements assigned to HEAB in s. 39.42, *Wis Stats*.

As required by s. 39.42, *Wis Stats*, the governing boards of Blackhawk Technical College and Southwest Wisconsin Technical College have each approved the attached agreements establishing tuition reciprocity with Highland Community College in Freeport, Illinois. The Highland Community College Board also has approved both agreements.

The agreements improve educational access for students in both Wisconsin and Illinois by making programs available that would likely not be offered by either Blackhawk or Southwest Wisconsin Technical Colleges. Therefore, these agreements are consistent with the statutory intent of s. 39.42, *Wis Stats*.

The WTCS Board approved the agreements at its January 29 meeting. If HEAB approves the agreements at its February 15 meeting, the WTC System Office will pursue approval by the Joint Committee on Finance, as required by Wisconsin statute.

If you have any questions about these agreements, please feel free to contact Nancy Merrill at nancy.merrill@wtcsystem.edu or by phone at (608) 267-9514. Nancy also will be available at HEAB's February 15 meeting to respond to questions about the agreements.

Sincerely,

A handwritten signature in black ink, appearing to read "Morna K. Foy".

Morna K. Foy, President

Enclosure



Morna K. Foy, President
4622 University Avenue · PO Box 7874 · Madison, WI 53707-7874 · 608.266.1207
Wisconsin Relay System: 711 Fax: 608.266.1690
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**A JOINT EDUCATION AGREEMENT
BETWEEN HIGHLAND COMMUNITY COLLEGE
AND SOUTHWEST WISCONSIN TECHNICAL COLLEGE**

THIS AGREEMENT entered into this 15th day of January, 2013, by and between the Board of Trustees of Highland Community College, hereinafter referred to as HCC, and Southwest Wisconsin Technical College District Board, hereinafter referred to as Southwest Tech. The purpose of this Agreement is to provide additional educational program opportunities to the students that live in each district. Programs included under this Agreement are listed in Appendix A. Amendments and/or revisions to List of Included Programs (Appendix A) may be made per Section 4. Amendment to Agreement.

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

WHEREAS, HCC is empowered by virtue of Section 1501.307, Administrative Rules of the Illinois Community College Board, to enter into a cooperative agreement.

Section 1501.307 Cooperative Agreements and Contracts

Cooperative agreements and contracts with other Illinois educational agencies and those out of state may be established for the purpose of providing more accessible instructional services to students and increasing efficiency in the use of educational resources, subject to the following conditions:

a) A new unit of instruction to be offered by a community college solely through a cooperative agreement or contract with another educational agency is subject to approval by the ICCB as indicated in Section 1501.302.

e) Out-of-District Cooperative Agreements for Instruction. A community college district may enter into contractual arrangements with other public or nonpublic institutions of higher education for the delivery of units of instruction upon approval by ICCB. Criteria for approval of out-of-district agreements for instruction shall be:

- 1) accessibility of instruction to students
- 2) labor market need
- 3) comprehensiveness of available programs for students
- 4) cost-effectiveness in providing instructional programs
- 5) impact on regional and statewide programs
- 6) impact on programs at neighboring community college districts

WHEREAS, Southwest Tech is empowered by virtue of Section 512-39.42 of the State of Wisconsin Revised Statutes which has been amended to:

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

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

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

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

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

1. INSTITUTIONAL IDENTIFICATION

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

2. TERMS OF AGREEMENT

Any educational program offered by Highland Community College shall be a program approved by the Illinois Community College Board and any program offered by Southwest Wisconsin Technical College shall be a program approved by the Wisconsin Technical College System Board.

The presidents of the participating colleges or their designees will be responsible for the administration of this agreement. The parties to this

agreement do not contemplate the joint acquisition of any real or personal property to be used in this joint undertaking.

3. DURATION AND TERMINATION OF AGREEMENT

The administration of each of the parties hereto shall confer and agree upon an educational program to be subject to the terms of this Agreement prior to the beginning of such an instructional offering, and such initial Agreement shall be in force until either party issues a letter of intent to cancel the Agreement. This Agreement may be terminated at the request of either party provided such notice is given in writing eleven (11) months prior to the affected semester. In the event of termination, students who have entered a program will be allowed a maximum of five years from the date of termination to complete the program under the terms of this Agreement.

4. AMENDMENT TO AGREEMENT

Amendments and/or revisions to this Agreement may be made in writing at any time by mutual consent of all parties. The procedures for approval of such amendments and/or revisions shall follow the same procedure employed in securing approval by all parties in the original cooperative agreement with the exception of amendments and/or revisions to Appendix A. List of Included Programs. Appendix A may be amended and/or revised at any time by mutual consent of the presidents of HCC and Southwest Tech.

5. CLASS SCHEDULES

Institutional class schedules shall be exchanged and kept available for student planning.

6. APPLICATION

Students will be accepted on a first-come, first-served basis, regardless of residency with the exception of selective admission programs.

7. REGISTRATION

The "degree granting institution" shall send (in writing) an annual report each academic year to the "sending institution" listing the student name, student

contact information, and program including all district residents from the "sending institution" enrolled under this joint agreement.

Students registering at the "degree granting institution" shall be treated as members of that district for the terms of their enrollments. The "degree granting institution" shall retain the rights to deny registration if the requested courses are not considered to be appropriate to this Agreement.

8. ADDITIONAL EDUCATION SERVICES

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

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

9. AWARDING OF DEGREES

Students who complete their program requirement may participate in commencement exercises at the "degree granting institution."

10. MINIMUM OF INSTRUCTIONAL DAYS

The parties understand and agree that the minimum amount of instructional time required by the "degree granting institution" will meet the credit requirements for course completion.

11. SCHOLARSHIPS AND STUDENT ACTIVITIES

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

The person responsible for financial aid at each institution shall work closely with each other to insure accuracy of records and the greatest support possible to students.

12. RECORDS

The "degree granting institution" shall maintain appropriate full-time equivalency (FTE), head count, program, and course enrollment records for students from the "sending district" in accordance with standard procedures while that student is in attendance and will provide copies of said records to the "sending district" and interested state agencies upon request, so long as established procedures are followed.

13. PUBLICITY

This Agreement shall be duly publicized in the participating districts' catalogs and other informative brochures consistent with institutional policy or other similar publicity.

14. IDENTIFICATION OF CONDITIONS OF AGREEMENT TO STUDENTS

A student shall be subject to all normal operating rules and conditions of the campus he/she is on at any given time.

15. CONTRACTUAL RATES CHARGED STUDENTS

This contractual rate shall be based upon the institution's in-district, in-state charge.

16. REIMBURSEMENT

The "degree granting institution" shall ascertain whether it is eligible to file any claims for federal reimbursement for any student enrolled in its classes.

17. STATE AND OTHER FUNDING

Private or foundation grants which further the educational goals of and generally benefit all students attending the "degree granting institution," whether or not they are "sending district" students, may be applied for either separately

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

18. FINANCIAL AID

The "degree granting institution" shall provide all financial aid that the student is eligible.

19. VETERAN REPORTING REQUIREMENTS

The "degree granting" district shall meet the reporting requirements of the Veterans Administration.

20. TRANSPORTATION

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

21. EFFECTIVE DATE

This Agreement shall be effective upon approval of the appropriate boards and agencies and upon filing with appropriate state governing bodies or on March 1, 2013, 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
HIGHLAND COMMUNITY COLLEGE

Douglas Block
Vice CHAIR OF THE BOARD

Joel Kanoy
COLLEGE PRESIDENT

Terri A. Burns
ATTEST: SECRETARY OF THE BOARD

DATE: January 15, 2013

EFFECTIVE DATE: March 1, 2013

SOUTHWEST WISCONSIN TECHNICAL COLLEGE
DISTRICT BOARD

James D. Kollerberg
CHAIR OF THE BOARD

Deane M. Ford
COLLEGE PRESIDENT

Melissa Fitzsimons
ATTEST: SECRETARY OF THE BOARD

DATE: January 9, 2013

[Signature] 1-29-13
PRESIDENT
WISCONSIN TECHNICAL COLLEGE SYSTEM

John Reinemann 15 Feb 13
JOHN REINEMANN, EXECUTIVE SECRETARY
STATE OF WISCONSIN HIGHER ED AIDS BOARD

Appendix A. List of Included Programs

Southwest Tech Programs Available to HCC Residents

Bricklaying/Masonry
Culinary Specialist
Culinary Management
Dairy Herd Management
Direct Entry Midwife
Food Production Assistant
Electrical Power Distribution
Engineering Technologist
Esthetician
Golf Course Management
Physical Therapist Assistant
Respiratory Care
Pharmacy Technician
Dental Assistant
Human Services Associate
Medical Laboratory Technician
Ag Power and Equipment Technician
Building Trades – Carpentry
Electric Power Distribution
Electromechanical Technology
Fire Safety

HCC Programs Available to Southwest Tech Residents

Associate of Engineering Science
Associate of General Studies
Associate of Arts in Teaching

Paramedic
Quickbooks Professional (offered online)
Professional Tax Preparer
Equine Science
Wind Turbine Technican

A JOINT EDUCATIONAL AGREEMENT
BETWEEN
HIGHLAND COMMUNITY COLLEGE AND BLACKHAWK TECHNICAL COLLEGE

This agreement is entered into this 15th day of November, 2012, by and between the Board of Trustees of Highland Community College, hereinafter referred to as "Highland," and the Blackhawk Technical College District Board, hereinafter referred to as "Blackhawk," for the expressed purpose of providing education programs to the students of each district involved in this agreement.

WITNESSETH:

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

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

Whereas, Blackhawk is empowered by virtue of Section 512-39.42 of the State of Wisconsin Revised Statutes which has been amended to read:

"39.42 Interstate Agreements. The Board, with the approval of the Joint Committee on Finance or the governing boards of any publicly supported institution of post-high school education, with the approval of the Board and the Joint Committee on Finance, may enter into agreements or understandings which include remission of nonresident tuition for designated categories of students at state institutions of higher education with appropriate state agencies and institutions of higher education in other states to facilitate use of public higher education institutions of this state and other states. Such agreements and understandings shall have as their purpose the mutual improvement of educational advantages for residents of this state and such other states or institutions of other states with which agreements are made." And

Whereas, the Parties hereto believe this Agreement should be a means of implementing a viable method of cooperation between the Parties, hereto, and

Whereas, by means of this Agreement, the Parties hereto desire to share programs of each institution and thereby maximize the utilization of the finances, facilities, equipment, and

personnel of each institution, and by so doing, provide educational services that might otherwise be impracticable for either of the Parties individually, and

Whereas, the Parties hereto believe that implementation of the Agreement holds great promise for further development of higher education in Illinois and Wisconsin:

Now, therefore, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

INSTITUTIONAL IDENTIFICATION

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

TERMS OF AGREEMENT

Any educational program offered by the Parties to this Agreement shall be a program approved by the Illinois Community College Board and/or the State of Wisconsin Technical College System Board.

AMENDMENTS TO AGREEMENT

Amendments and/or revisions to the Agreement may be made every two years, or sooner, if the need arises by mutual consent of all Parties in writing. Such amendments and/or revisions shall be prepared in the form of an Addendum Agreement. The procedure for approval of such addenda and/or revisions shall follow the same procedure employed in securing approval by both Parties in the original cooperative Agreement.

CLASS SCHEDULES

Institutional class schedules shall be kept available by the colleges for student planning.

APPLICATION

Applications of first-time students from the "sending district" shall be accepted by the "credential-granting institution" in accordance with the "credential-granting institution's" application procedures. Priority for admission to "credential-granting institution" shall be given to residents of the state of the "credential-granting institution." No residents of the state of the "credential-granting institution" may be displaced from the "credential-granting institution" due to the Agreement. Continuing students shall be treated as in-district students for the priority purposes in subsequent registrations. The only exception to this procedure will be in limited-access programs previously cited in the Addendum.

REGISTRATION

Students shall register at the “credential-granting institution” and shall be treated as members of that district for the terms of their enrollments. Students will pay tuition and fees applicable to the course(s) offered by the “credential-granting institution.”

STUDENT-RECOGNITION OF COMPLETION

The “credential-granting institution” shall maintain all admission records, transcripts and issue any certificates to the students completing the educational course(s) and/or programs.

SCHOLARSHIPS AND STUDENT ACTIVITIES

The “credential-granting institution” shall be considered the home district for any activity where the student officially represents an institution.

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

RECORDS

The “credential-granting institution” shall maintain appropriate records for students from the “sending district” in accordance with standard procedures while that student is in attendance in the “credential-granting institution” and will provide copies of said records to the “sending district” at the written request of the student.

CERTIFICATION OF STUDENTS

Certification procedures shall be mutually agreed upon and shall meet institutional and state agency requirements, applicable to the “credential-granting institution.”

IDENTIFICATION OF CONDITIONS OF AGREEMENT TO STUDENTS

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

The “sending institution” shall determine which program courses are to be taken at their institution. The “sending institution” shall inform each student that courses taken outside the approved program will negate the entire agreement, resulting in out-of-state fees being assessed to the student.

REIMBURSEMENT

The "credential-granting institution" shall be eligible to file all claims for state and federal reimbursement for any student enrolled in classes from a "sending district."

INSURANCE

A student at the "credential-granting institution" shall be covered by the terms of their liability insurance while on the premises of the "credential-granting institution."

EDUCATIONAL CHARGES FOR SERVICES RENDERED

No chargeback will be made by the "credential-granting institution" to the "sending district" for students attending under the provisions of the Agreement. For the purposes of construction space support, FTE enrollment in the classes taken at the "credential-granting institution" shall be reported by the "credential-granting institution."

EFFECTIVE DATE

This Agreement shall be in effect upon approval of the Wisconsin Joint Committee on Finance as required under S.39.42 W.S. Statutes or on March 1, 2013, whichever is later.

DURATION AND TERMINATION OF AGREEMENT

The administration of each of the Parties hereto shall confer and agree upon an educational program to be subject to the terms of this Agreement prior to the beginning of such an instructional offering, and such initial Agreement shall be in force until either Party issues a letter of intent to cancel the Agreement. This Agreement may be terminated at the request of either Party provided such notice is given in writing eleven (11) months prior to the affected semester. In the event of termination, students who have entered a program will be allowed a maximum of five years from the date of termination to complete the program under the terms of this Agreement.

Addendum Agreement

Highland Community College Programs

- Associate of Arts
- Associate of Science
- Associate of Engineering Science
- Associate of General Studies
- *Associate of Arts in Teaching
- Auto Body Repair
- Equine Science
- Graphic Design
- Nail Technician
- Paramedic
- QuickBooks Professional (available online)
- Truck Driving Training
- Web Design
- Wind Turbine Technician

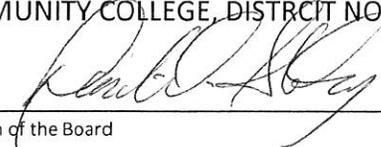
*Researching state requirements such as Illinois Basic Skills Test and how this would impact WI students.

Blackhawk Technical College Programs

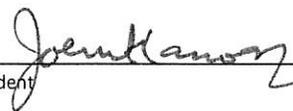
- Culinary Arts
- Diagnostic Medical Sonography & Vascular
- Diesel/Heavy Equipment Technician
- Electric Power Distribution
- Fire Protection Technician
- Horticulture/Landscape Technician
- Human Resource Management
- Laboratory Technician Assistant (Monroe Campus)
- Medical Laboratory Technician (Monroe Campus)
- Project Management

In Witness Whereof, the Parties hereto have executed this Agreement in two (2) counterparts, each of which shall be deemed an original, as of the date and year first about written.

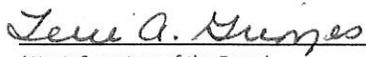
BOARD OF TRUSTEES OF HIGHLAND
COMMUNITY COLLEGE, DISTRICT NO. 519



Chairman of the Board



President



Attest: Secretary of the Board

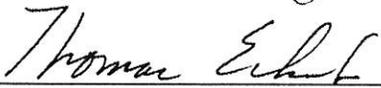
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Date

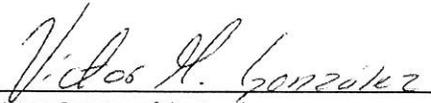
BLACKHAWK TECHNICAL COLLEGE, DISTRICT
BOARD



Chairman of the Board



President



Attest: Secretary of the Board

November 15, 2012

Date

WISCONSIN TECHNICAL COLLEGE SYSTEM



President

Attest: Secretary of the Board

January 29, 2013

Date

EFFECTIVE DATE: March 1, 2013