

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, 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, s~~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.

~~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.~~

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

State of Wisconsin Higher Educational Aids Board, for vocational technical education

Board of Regents of the University of Wisconsin System, for public institutions of higher education other than vocational technical education

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. 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 Tuition

The tuition 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 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.

Minnesota's Obligation to Wisconsin

Wisconsin's Obligation to Minnesota

Number of MN Student Credits Consumed in
WI

Number of WI Student Credits Consumed in
MN

x Variable Costs per Credit Hour

x Variable Costs per Credit Hour

= Gross Minnesota Reimbursement
Obligation

= Gross Wisconsin Reimbursement
Obligation

- MN Reciprocity Tuition*

-WI Reciprocity Tuition*

= 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 Chapters **s 36 and** 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, ~~and~~ the State of Wisconsin Higher Educational Aids Board, and the State of Wisconsin Board of Regents of the University of Wisconsin System 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 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.

Susan Hegaard, Director
Dennis Olson, Commissioner

Minnesota Office of Higher Education

Date

Connie Hutchison, Executive Secretary

Sherrie Nelson, Administrative Policy
Advisor

Wisconsin Higher Educational Aids Board

Jay Rothman, President

Board of Regents, University of Wisconsin
System

Date