



# **Southwest Wisconsin Technical College**

## **District Board Meeting**

**Regular Meeting**

**March 26, 2015**

Held at

Southwest Tech  
1800 Bronson Boulevard  
Fennimore, WI

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## **Annotated Agenda**

### **BOARD MEETING NOTICE/AGENDA**

Thursday, March 26, 2015

6:15 p.m. - Dinner

7:00 p.m. – Board Meeting

Room 492-493 – College Connection

### **ANNOTATED AGENDA**

#### **OPEN MEETING**

The following statement will be read: “The March 26, 2015, regular meeting of the Southwest Wisconsin Technical College Board is called to order. This meeting is open to the public and in compliance with State Statutes. Notice of the meeting has been sent to the press and posted on campus and in the City of Fennimore in an attempt to make the general public aware of the time, place and agenda of the meeting.”

#### **A. Roll Call**

#### **B. Reports/Forums/Public Input**

#### **ADJOURN TO CLOSED SESSION**

##### **A. Consideration of adjourning to closed session for the purpose of**

1. Discussion of Presidential Finalist Qualifications, Interview Content and Contract Update Relating to Presidential Search per Wis. Stats. 19.85(1)(e) {Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.}.

#### **RECONVENE TO OPEN SESSION**

##### **A. Action, if necessary, on Closed Session Items**

#### **CONSENT AGENDA**

##### **A. Approval of Agenda**

A copy of the agenda is included with the electronic Board material.

##### **B. Minutes of the Board Retreat/Regular Board Meeting of February 27-28, 2015**

Minutes of the February 27-28, 2015, Board retreat/regular meeting are included with the electronic Board material.

##### **C. Financial Reports**

1. Purchase Orders Greater than \$2,500
2. Treasurer's Cash Balance
3. Budget Control

Each report is available electronically with all other Board material. Caleb White, Vice President for Administrative Services, will be at the meeting and available for any questions.

**D. Contract Revenue**

Six contracts totaling \$5,056.68 in February 2015 will be presented for Board approval. The Contract Revenue Report is included with the electronic Board material.

**E. Personnel Items**

There are no personnel recommendations being brought to the Board for approval.

**F. Lease with Southwest Wisconsin Workforce Development Board**

Available with the electronic Board material is a six-month sublease agreement for Southwest Wisconsin Workforce Development Board to rent office space at the Richland Center Outreach Site to improve services in Richland County. Caleb White will be available for any questions.

**Recommendation:** Approve the consent agenda.

**OTHER ITEMS REQUIRING BOARD ACTION**

**A. WTCS Health Insurance Consortium**

Southwest Wisconsin Technical College proposes to join five other Wisconsin Technical College in forming the Wisconsin Technical College Employee Benefit Consortium. The agreement for the consortium is available with the electronic Board material. Caleb White will provide background information and an implementation process.

**Recommendation:** Approve Southwest Wisconsin Technical College joining the Wisconsin Technical College Employee Benefit Consortium.

**B. WTCS Request for Approval – Remodeling of Welding Lab**

**1. Resolution Approving Welding Lab Renovation Project**

The resolution approving the renovation of the Welding lab is available with the electronic Board material.

**Recommendation:** Approve the renovation of the Welding lab.

**2. Resolution Requesting State Board Approval of Welding Lab Renovation Project**

The resolution approving the submission of the renovation of the Welding lab is available electronically with all other Board material.

**Recommendation:** Approve the submission to the State Board for their approval of the renovation of the Welding lab.

**C. Second Reading of Board Governance Policy 4.5: College Strategic Directions**

Policy 4.5: College Strategic Directions was presented at the February 27-28, 2015, retreat/regular meeting for modification of the Strategic Directions. This is the second reading of the revision to the policy. The policy is available with all other Board meeting material.

**Recommendation:** Approve the revision, as presented, to Policy 4.5: College Strategic Directions.

**D. First Reading of Board Governance Policy 3.3: Compensation and Benefits**

Policy 3.3: Compensation and Benefits is being presented for revision. The references to the collective bargaining agreements are being removed. This is the first reading of the revision to the policy. The policy is available with all other Board meeting material.

**Recommendation:** Approve the revision, as presented, to Policy 3.3: Compensation and Benefits.

**BOARD MONITORING OF COLLEGE EFFECTIVENESS**

**A. Public Safety Report**

Kris Wubben, Public Safety Supervisor, will present a report focusing on major activities and how they help the College achieve its seven Strategic Directions. The report will be available at the meeting.

**B. Staffing Update**

Krista Weber, Director of Human Resources, will provide an update on College staffing at the Board meeting. A summary is available electronically with all other Board material.

**INFORMATION AND CORRESPONDENCE**

**A. Enrollment Report**

The 2014-15 Comparison FTE and 2015-16 Application Reports are available electronically with all other Board material.

**B. Chairperson's Report**

**C. College President's Report**

1. WISys Technology Foundation
2. Experimental Site Initiative
3. GPR Grants
4. Tuition

**D. Other Information Items**

**ESTABLISH BOARD AGENDA ITEMS FOR NEXT MEETING**

**A. Agenda for Regular Board Meeting**

1. Tuition Waivers
2. Final Notices of Non-Renewal per Statute 118.22

3. Enterprise Content Management (ECM) & Document Imaging Solution RFP
4. Health Insurance Third Party Administrator RFP

**B. Time and Place**

Special Board Meeting – Thursday, April 2, 2015, at 6:00 p.m. in Room 303, College Connection, Southwest Tech Campus

Regular Board Meeting - Thursday, April 23, 2015, at 7:00 p.m. in Rooms 492-493, College Connection, Southwest Tech Campus

**ADJOURN TO CLOSED SESSION**

**A. Consideration of adjourning to closed session for the purpose of**

1. Discussion of Preliminary Notices of Non-Renewal per Wis. Stats. 19.85(1)(c) {Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.}
2. Discussion of Dining Services per Wis. Stats. 19.85(1)(e) {Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.}

**RECONVENE TO OPEN SESSION**

**A. Action, if necessary, on Closed Session Items**

**ADJOURNMENT**

## **Open Meeting**

The following statement will be read: "The March 26, 2015, regular meeting of the Southwest Wisconsin Technical College Board is called to order. This meeting is open to the public and in compliance with State Statutes. Notice of the meeting has been sent to the press and posted on campus and in the City of Fennimore in an attempt to make the general public aware of the time, place and agenda of the meeting."

### ***A. Roll Call***

### ***B. Reports/ Forums/Public Input***

## **Adjourn to Closed Session**

### ***A. Consideration of adjourning to closed session for the purpose of***

2. Discussion of Presidential Finalist Qualifications, Interview Content and Contract Update Relating to Presidential Search per Wis. Stats. 19.85(1)(e) {Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.}.

## **Reconvene to Open Session**

### ***A. Action, if necessary, on Closed Session Items***

## **Consent Agenda**

### ***A. Approval of Agenda***

## **BOARD MEETING NOTICE/AGENDA**

Thursday, March 26, 2015

6:15 p.m. - Dinner

7:00 p.m. – Board Meeting

Room 492-493 – College Connection

## **AGENDA**

### **OPEN MEETING**

The following statement will be read: “The March 26, 2015, regular meeting of the Southwest Wisconsin Technical College Board is called to order. This meeting is open to the public and in compliance with State Statutes. Notice of the meeting has been sent to the press and posted on campus and in the City of Fennimore in an attempt to make the general public aware of the time, place and agenda of the meeting.”

- A. Roll Call
- B. Reports/Forums/Public Input

### **ADJOURN TO CLOSED SESSION**

- A. Consideration of adjourning to closed session for the purpose of
  - 1. Discussion of Presidential Finalist Qualifications, Interview Content and Contract Update Relating to Presidential Search per Wis. Stats. 19.85(1)(e) {Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.}.

### **RECONVENE TO OPEN SESSION**

- A. Action, if necessary, on Closed Session Items

### **CONSENT AGENDA**

- A. Approval of Agenda
- B. Minutes of the Board Retreat/Regular Meeting of February 27-28, 2015
- C. Financial Reports
  - 1. Purchase Orders Greater than \$2,500
  - 2. Treasurer’s Cash Balance
  - 3. Budget Control
- D. Contract Revenue
- E. Personnel Items
- F. Lease with Southwest Wisconsin Workforce Development Board

### **OTHER ITEMS REQUIRING BOARD ACTION**

- A. WTCS Health Insurance Consortium
- B. WTCS Request for Approval – Remodeling of Welding Lab
  - 1. Resolution Approving Welding Lab Renovation Project
  - 2. Resolution Requesting State Board Approval of Welding Lab Renovation Project



- C. Second Reading of Board Governance Policy 4.5: College Strategic Directions
- D. First Reading of Board Governance Policy 3.3: Compensation and Benefits

### **BOARD MONITORING OF COLLEGE EFFECTIVENESS**

- A. Public Safety Report
- B. Staffing Update

### **INFORMATION AND CORRESPONDENCE**

- A. Enrollment Report
- B. Chairperson's Report
- C. College President's Report
- D. Other Information Items

### **ESTABLISH BOARD AGENDA ITEMS FOR NEXT MEETING**

- A. Agenda
- B. Time and Place

### **ADJOURN TO CLOSED SESSION**

- A. Consideration of adjourning to closed session for the purpose of
  - 1. Discussion of Preliminary Notices of Non-Renewal per Wis. Stats. 19.85(1)(c) {Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.}
  - 2. Discussion of Dining Services per Wis. Stats. 19.85(1)(e) {Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.}

### **RECONVENE TO OPEN SESSION**

- A. Action, if necessary, on Closed Session Items

### **ADJOURNMENT**

{Facilities at Southwest Tech are handicap accessible. For all accommodations call 608-822-2400 or 608-822-2401 to reach the Director of Facilities, or e-mail [accom@swtc.edu](mailto:accom@swtc.edu)}

## ***B. Minutes of the Board Retreat/Regular Board Meeting of February 27-28, 2015***

### **MINUTES OF THE REGULAR MEETING/BOARD RETREAT OF THE BOARD OF DIRECTORS OF SOUTHWEST WISCONSIN TECHNICAL COLLEGE FEBRUARY 27-28, 2015**

The Board of Southwest Wisconsin Technical College met in open session of a Board Retreat/regular meeting commencing at 12:30 p.m. on February 27, 2015, at the Quality Inn, located at 1345 Business Park Road, Mineral Point, Iowa County, Wisconsin. The following members were present:

James Kohlenberg, Diane Messer, Darlene Mickelson, Russell Moyer, Eileen Nickels, Chris Prange, Rhonda Sutton, and Donald Tuescher

Absent: Melissa Fitzsimons

Others present for all or a portion of the meeting included Dr. Duane M. Ford, College President; College Staff: Karen Campbell, Dennis Cooley, Jake Mootz, Phil Thomas, Krista Weber, and Caleb White. Public present included Marion Smith, Michael Best & Friedrich.

Chairperson Nickels called the meeting to order. Proof of notice was given as to the time, place, and purpose of the meeting. The following is the official agenda:

### **BOARD RETREAT/MEETING NOTICE/AGENDA**

**February 27-28, 2015**

**Mineral Point, WI**

**Friday, February 27, 2015**

**11:45 a.m. – Lunch**

**12:30 – Board Meeting/Retreat**

**Quality Inn, Mineral Point, WI**

**1345 Business Park Road**

**Mineral Point, WI 53565**

### **AGENDA**

#### **OPEN MEETING**

The following statement will be read: "The February 27-28, 2015, Board Retreat/regular meeting of the Southwest Wisconsin Technical College Board is called to order. This meeting is open to the public and in compliance with State Statutes. Notice of the meeting has been sent to the press and posted on campus and in the Cities of Fennimore and Mineral Point in an attempt to make the general public aware of the time, place and agenda of the meeting."

A. Roll Call

B. Reports/Forums/Public Input

## **PRESIDENTIAL SEARCH**

- A. Search Update

## **ADJOURN TO CLOSED SESSION**

- A. Consideration of adjourning to closed session for the purpose of
  - 1. Discussion of proposed contract terms, compensation, and finalist interview content relating to Presidential Search per Wis. Stats. 19.85(1)(e) {Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.}.

## **RECONVENE TO OPEN SESSION**

- B. Action, if necessary, on Closed Session Items

## **CONSENT AGENDA**

- A. Approval of Agenda
- B. Minutes of the Regular Meeting of January 22, 2015
  - 1. Financial Reports
  - 2. Purchase Orders Greater than \$2,500
  - 3. Treasurer's Cash Balance
- C. Budget Control
- D. Contract Revenue
- E. Personnel Items

## **BOARD MONITORING OF COLLEGE EFFECTIVENESS**

- A. WTCS Health Insurance Consortium
- B. Budget Parameters & Assumptions
- C. Staffing Update

## **INFORMATION AND CORRESPONDENCE**

- A. Enrollment Report
- B. Chairperson's Report
- C. Other Information Items

## **ESTABLISH BOARD AGENDA ITEMS FOR NEXT MEETING**

- A. Agenda
- B. Time and Place

## **BOARD MONITORING OF COLLEGE EFFECTIVENESS**

- A. Foundation Executive Director Introduction and Report
- B. Administrative Services Report
- C. Student & Academic Affairs Report

The Board will adjourn until 8:30 a.m. on Saturday, February 28, 2015. The Board will have a dinner and breakfast for social purposes only and no College business will be conducted.

**Saturday, February 28, 2015**  
**8:30 a.m. – Board Retreat**  
**Quality Inn, Mineral Point, WI**  
1345 Business Park Road  
Mineral Point, WI 53565

### **OTHER ITEMS REQUIRING BOARD ACTION**

- A. Conference Attendance by Board Members
- B. Strategic Directions

### **BOARD MONITORING OF COLLEGE EFFECTIVENESS**

- A. Strategic Projects
- B. President's Time

### **ADJOURNMENT**

**{Facilities at Southwest Tech are handicap accessible. For all accommodations call 608-822-2400 or 608-822-2401 to reach the Director of Facilities, or e-mail [accom@swtc.edu](mailto:accom@swtc.edu)}**

The first agenda item included an update on the Presidential Search process by Marion Smith, Consultant from Michael Best & Friedrich. Ms. Smith shared that semi-finalist interviews have been completed with background and reference checks being conducted now. The search timeline is on schedule for finalist interviews to be held March 30, 31, and April 1. Ms. Smith reviewed common legal and practical issues in an interview process. Mr. Prange moved to adjourn the meeting to Closed Session for discussion of proposed contract terms, compensation, and finalist interview content relating to the Presidential Search, per Wis. Stats. 19.85(1)(e). Ms. Messer seconded the motion. Upon a roll call vote with all members voting affirmatively, the meeting adjourned to Closed Session at 12:52 p.m. The meeting reconvened to open session at 2:14 p.m. with no action taken.

After reviewing the Consent Agenda, Mr. Kohlenberg moved to approve the Consent Agenda including the February 27-28, 2015, agenda; January 22, 2015, Board meeting minutes; financial reports; 16 contracts totaling \$8,385.00; the hiring of Margaret Chubb-Financial Aid Assistant/Accounting Bursar, Krista Weber-Director of Human Resources, Kim Maier-Adult Career Pathway Coordinator, and Lisa Foust, Kandi Gillitzer, and Cara Jones as Health Information Technology Virtual Tutors; and the resignations of Brian Reuter, Evening Custodian, and Mary Hudson, Electromechanical Technology Instructor. Mr. Prange seconded the motion; motion unanimously carried.

Dennis Cooley, the new Executive Director for the Southwest Wisconsin Technical College Foundation, reviewed his background in development for the past 16 years. Mr. Cooley outlined the strengths and weaknesses he sees in the Foundation. He feels the Southwest Tech Foundation has a strong cash position, but an endowment of only \$1.65 million. He would like to grow the endowment dollars and introduced a new scholarship program where alumni and friends from the 30 school districts with Southwest Tech's district can set up their own scholarship fund or pool their gifts with others to create scholarships to assist incoming Southwest Tech students. Dr. Ford informed the Board

that the Foundation Board recently approved moving the Executive Director supervision to the Foundation Board. The President will no longer supervise this positions.

The Board heard an update on the development of the WTCS Health Insurance Consortium. Caleb White explained the WTCEBC governance structure noting vendors have been selected for legal, accounting, prescription drug vendor, and stop loss vendor. The third party administrators will stay separate. Although the college's will use their collective size to leverage savings and cost sharing, each college will maintain their own fund balance within the consortium.

Mr. White reviewed how the stop loss premium and internal pooling will be determined. The stop loss configuration will have three levels with the College paying up to the first \$100,000 per occurrence, the consortium will pay claims between \$100,000 and \$250,000 per occurrence along with an aggregating specific deductible of \$500,000 with the stop loss vendor covering claims over \$250,000 once the aggregating specific deductible has been meet. Actual costs will be allocated to the consortium members on a PEPM basis with a banding multiplier applied for stop loss and internal pooling shared layer claims costs. The initial stop loss multiplier will be based on each college's experience, with Southwest Tech's multiplier being high due to a high number/dollar claim experience last year. Mr. White indicated the consortium should save the College money this next year and further down the road should save even more. A recommendation for approval to join the Health Care Consortium will be brought to the Board in the next few months. The president of each member college will determine who will be on the Board of Directors representing that College.

Mr. White presented information relevant to the budget assumptions and parameters for the FY2016 Operational Budget. Priority initiatives include continued implementation of new programming, expanding training opportunities through Learn Your Way, increasing the number of adults served, enhancing the outreach sites, improving access to metrics, successfully implementing the health insurance consortium, and improving technology and processes for efficiency. Budget assumptions include a slight increase in district net new construction valuation, increase of 8 percent in health coverage, increase in utility rates, off boarding several large grants, slight decrease in Wisconsin Retirement System contribution rate, and an estimated 1450 FTEs.

Krista Weber, Director of Human Resources, provided the Board with a status report on staffing. Six positions approved in the Personnel Report were recently filled. Open positions in various stages of the hiring process include Farm Business & Production Management Instructor, Electrical Power Distribution Instructor, Electrical Power Distribution Lab Assistant, Career Connections Supervisor, Evening Custodian, and Electromechanical Technology Instructor.

Caleb White presented the 2014-15 Comparison FTE and 2015-16 Application Reports. Enrollment numbers reflect a decrease of approximately 5 percent in programs and 7 percent overall as compared to FY2014 enrollment. The application report reflected a five percent decrease in applications compared to the previous year.

A nomination for the District Boards Association 2015 Technical Education Champion (TECh) Award was discussed. The Board gave consensus to nominate Paul Gabriel, Executive Director of the District Boards Association.

Board Member Russ Moyer provided an update on his recent attendance at the ACCT National Legislative Summit. Sue Reukauf, Marketing & Public Relations Manager, provided a written report to the Board on the conference.

The District Boards Association 2015 Officer Nominations were discussed. Mr. Moyer will submit a nomination for Ed Lukasek from Western Technical College.

Mr. White provided a report on the Administrative Services department. Mr. White reviewed facilities projects for 2015-16, long-range plans for maintenance of facilities, emergency response/disaster recovery planning, information technology future projects, the different core business functions encompassed in fiscal services and future projects/themes for fiscal services.

Phil Thomas, Vice President for Student & Academic Affairs, provided an overview of Student & Academic Affairs. Dr. Thomas's report focused on the various departments within Student & Academic Affairs and FTE metrics. Included in the report were a breakdown of full-time and part-time credit students including average credit by type, recent and future program development and strategies for developing future programming, an overview of Student Services, and status of accreditation efforts.

Mr. Tuescher moved to recess the meeting until February 28, 2015, at 8:30 a.m. Ms. Mickelson seconded the motion and the meeting recessed at 4:50 p.m. The Board had dinner and breakfast for social purposes only with no College business being conducted at these events.

The Board of Southwest Wisconsin Technical College met in open session of a Board Retreat/regular meeting reconvening at 8:34 a.m. on February 28, 2015, at the Quality Inn, located at 1345 Business Park Road, Mineral Point, Iowa County, Wisconsin. The following members were present:

Darlene Mickelson, Russell Moyer, Eileen Nickels, Chris Prange, Rhonda Sutton, and Donald Tuescher

Absent: Melissa Fitzsimons, James Kohlenberg, and Diane Messer

Others present for all or a portion of the meeting included Dr. Duane M. Ford, College President, and Karen Campbell, Executive Assistant to the President/District Board.

The Board discussed conference attendance guidelines for Board members. Southwest Tech Board members have strong participation in the District Boards Association quarterly meetings. Mr. Moyer moved to allow up to four Board members to attend national conferences without full Board approval. Mr. Tuescher seconded the motion; motion unanimously carried. A conference follow-up report was also discussed with the recommendation made that Board members provide a report at the subsequent Board meeting.

Dr. Ford outlined the process used in development of the proposed 2015-18 Strategic Directions noting four open discussion sessions were held with faculty, staff, and administrative team members to provide input on the current and future strategic directions. The proposed directions included increase college access; improve student completion and success; strengthen partnerships; create a cohesive culture; prioritize customer service and effective communication; and advance quality, efficiency, and

sustainability. Discussion followed on the proposed directions. The Board recommended separating quality, efficiency and sustainability as well as customer service and effective communication. The 2015-18 Strategic Directions will be brought back to the Board for further discussion and possible approval at the next meeting.

The College's 2015 Strategic Projects list was reviewed with the Board. The list was developed from suggestions made by staff members across the campus with Information Technology, Facilities, and Administrative Services developing individual department lists. The strategic projects will guide the College in budget preparation.

Dr. Ford updated the District Board on the proposed state budget. Concerns include a proposed tuition freeze on high-demand programs; increasing outcomes-based funding to 100 percent and adding a tenth criterion; and WTCS administrative consolidation with the State of Wisconsin for IT, human resources, and budget/finance.

Other reports presented by Dr. Ford included the organizational development project and salary advancement considerations. Dr. Ford reviewed the summary of the employee satisfaction survey and the survey recently completed by Honkamp Krueger and shared the planned actions to improve the College. A draft salary advancement system was discussed with no formal action taken.

With no further business to come before the Board, Mr. Moyer moved to adjourn the meeting with Mr. Prange seconding the motion. The motion carried and the meeting adjourned at 11:51 a.m.

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Darlene Mickelson, Secretary

## ***C. Financial Reports***

### ***1. Expenditures Greater Than \$2500***

**SOUTHWEST WISCONSIN TECHNICAL COLLEGE  
OUTSTANDING PURCHASE ORDERS GREATER THAN \$2,500  
FOR THE PERIOD 02/01/2015 TO 02/28/2015**

| <u>PO DATE</u>                | <u>PO #</u> | <u>VENDOR NAME</u>            | <u>PO AMOUNT</u> | <u>DESCRIPTION</u>                        |
|-------------------------------|-------------|-------------------------------|------------------|---|
| <b><u>GENERAL FUND</u></b>    |             |                               |                  |   |
|                               |             | none this month               |                  |   |
|                               |             |                               | <b>SUBTOTAL</b>  | <b>\$ -</b>                               |
| <b><u>CAPITAL FUND</u></b>    |             |                               |                  |   |
| 2/4/2015                      | 6279        | Sharp Electronics Corporation | 14,046.00        | IT & Building 200: Sharp MX3140N-AR (2)   |
| 2/19/2015                     | 6280        | Trane US Inc.                 | <u>13,855.00</u> | Building 500 HVAC systems control upgrade |
|                               |             |                               | <b>SUBTOTAL</b>  | <b>\$ 27,901.00</b>                       |
| <b><u>ENTERPRISE FUND</u></b> |             |                               |                  |   |
|                               |             | none this month               |                  |   |
|                               |             |                               | <b>SUBTOTAL</b>  | <b>\$ -</b>                               |
|                               |             |                               | <b>TOTAL</b>     | <b>\$ 27,901.00</b>                       |



## 2. Treasurer's Cash Balance

### Southwest Wisconsin Technical College Report of Treasurers Cash Balance 02/28/2015

|                                 |               |               |                 |
|---------------------------------|---------------|---------------|-----------------|
| Liability End of Month Balances |               |               |                 |
| FICA                            |               |               |                 |
| Federal Withholding             | -             |               |                 |
| State Withholding               | 17,490.31     |               |                 |
| Teachers Retirement             | -             |               |                 |
| Wisconsin Retirement            | -             |               |                 |
| Hospitalization                 | -             |               |                 |
| Dental Insurance                | -             |               |                 |
| Credit Union                    | -             |               |                 |
| Tax Sheltered Annuity           |               |               |                 |
| Deferred Compensation           |               |               |                 |
| American Family Insurance       | -             |               |                 |
| Foundation                      | -             |               |                 |
| PSA Dues                        | -             |               |                 |
| SWACTE Dues                     | -             |               |                 |
| Garnishment                     | -             |               |                 |
| Child Care                      | -             |               |                 |
| Accrued Vacation Payable        | 337,323.00    |               |                 |
| Sick Leave Payable              | 500,798.00    |               |                 |
| Other (Due To)                  | 11,861,282.02 |               |                 |
| Total Liability Adjustment      | 12,716,893.33 |               |                 |
| Beginning Treasurers Balance    |               |               | 2,064,812.86    |
| Receipt                         |               |               |                 |
| Fund                            |               |               |                 |
| 1 General                       | 6,909,475.66  |               |                 |
| 2 Special Revenue               | -             |               |                 |
| 3 Capital Projects              | 47.39         |               |                 |
| 4 Debt Service                  | -             |               |                 |
| 5 Enterprise                    | 243,321.06    |               |                 |
| 6 Internal Service              | 161,908.95    |               |                 |
| 7 Financial Aid/Activities      | 2,751,703.94  |               |                 |
| Total Receipts                  |               | 10,066,457.00 |                 |
| Cash Available                  |               |               | 12,131,269.86   |
| Expenses                        |               |               |                 |
| Fund                            |               |               |                 |
| 1 General                       | 1,578,456.93  |               |                 |
| 2 Special Revenue               | -             |               |                 |
| 3 Capital Projects              | 75,604.82     |               |                 |
| 4 Debt Service                  | -             |               |                 |
| 5 Enterprise                    | 656,092.62    |               |                 |
| 6 Internal Service              | 293,434.61    |               |                 |
| 7 Financial Aid/Activities      | 3,006,078.30  |               |                 |
| Total Expenses                  |               | 5,609,667.28  |                 |
| Treasurers Cash Balance         |               |               | 6,521,602.58    |
| Liability Adjustment            |               |               | 12,716,893.33   |
| Cash in Bank                    |               |               | \$19,238,495.91 |

### ***3. Budget Control***

**Southwest Wisconsin Technical College  
YTD Summary for Funds 1-7  
For 8 Months ended February 2015**

|                                    | <b><u>2014-15<br/>Budget</u></b> | <b><u>2014-15<br/>YTD Actual</u></b> | <b><u>2014-15<br/>Percent</u></b> | <b><u>2013-14<br/>Percent</u></b> | <b><u>2012-13<br/>Percent</u></b> | <b><u>2011-12<br/>Percent</u></b> | <b><u>2010-11<br/>Percent</u></b> |
|------------------------------------|----------------------------------|--------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| General Fund Revenue               | 24,456,000.00                    | 21,779,354.61                        | 89.06                             | 82.49                             | 85.49                             | 85.20                             | 80.97                             |
| General Fund Expenditures          | 24,756,000.00                    | 14,479,449.00                        | 58.49                             | 60.94                             | 59.54                             | 58.75                             | 58.42                             |
| Capital Projects Fund Revenue      | 2,550,000.00                     | 2,563,176.06                         | 100.52                            | 100.13                            | 101.99                            | 101.95                            | 94.08                             |
| Capital Projects Fund Expenditures | 3,324,000.00                     | 1,941,700.71                         | 58.41                             | 44.14                             | 37.59                             | 114.56                            | 96.95                             |
| Debt Service Fund Revenue          | 5,132,000.00                     | 178,257.41                           | 3.47                              | 3.62                              | -                                 | -                                 | -                                 |
| Debt Service Fund Expenditures     | 5,180,000.00                     | 726,669.40                           | 14.03                             | 13.74                             | 11.40                             | 12.99                             | 18.17                             |
| Enterprise Fund Revenue            | 1,850,000.00                     | 1,476,926.03                         | 79.83                             | 71.04                             | 72.15                             | 67.88                             | 98.39                             |
| Enterprise Fund Expenditure        | 1,600,000.00                     | 914,945.17                           | 57.18                             | 51.68                             | 57.03                             | 46.64                             | 74.68                             |
| Internal Service Fund Revenue      | 4,100,000.00                     | 2,560,512.63                         | 62.45                             | 65.10                             | 64.26                             | 54.48                             | 61.61                             |
| Internal Service Fund Expenditures | 4,050,000.00                     | 3,022,628.25                         | 74.63                             | 63.41                             | 63.80                             | 71.93                             | 66.96                             |
| Trust & Agency Fund Revenue        | 8,500,000.00                     | 6,678,407.73                         | 78.57                             | 91.25                             | 88.71                             | 83.85                             | 99.49                             |
| Trust & Agency Fund Expenditures   | 8,450,000.00                     | 6,826,061.07                         | 80.78                             | 89.94                             | 94.25                             | 87.94                             | 107.53                            |
| Grand Total Revenue                | 46,588,000.00                    | 35,236,634.47                        | 75.63                             | 74.11                             | 74.34                             | 72.70                             | 74.35                             |
| Grand Total Expenditures           | 47,360,000.00                    | 27,911,453.60                        | 58.93                             | 60.07                             | 58.92                             | 63.68                             | 65.27                             |

## D. Contract Revenue

Six contracts totaling \$5,056.68 in February 2015 will be presented for Board approval. The Contract Revenue Report follows.

### 2014-2015 CONTRACTS 02/01/15 through 02/28/15

| <u>Contract #</u>                                 | <u>Service Provided</u>                                 | <u>Contact</u> | <u>Number Served</u> | <u>Price</u>       | <u>Exchange of Services</u><br>(Instructional Fees Waived) | <u>INDIRECT COST FACTOR</u> |                   |               |
|---|---|----------------|----------------------|--------------------|--|-----------------------------|-------------------|---------------|
|   |   |                |                      |                    |  | <u>On-Campus</u>            | <u>Off-Campus</u> | <u>Waiver</u> |
| 03-2015-0058-I-32<br>WI Secure Program Facility   | WI Medical First Responder Refresher &<br>EMT Refresher | Kris Wubben    | 13                   | \$ 1,142.68        | No   |                             | X                 |               |
| 03-2015-0091-F-41<br>Prosperity Southwest         | Administrative & Financial Services                     | Amy Charles    |                      | \$ 1,036.00        | No   |                             | X                 |               |
| 03-2015-0106-I-42<br>Glen Haven First Responders  | WI Medical First Responder Refresher                    | Kris Wubben    | 9                    | \$ 1,080.00        | No   |                             | X                 |               |
| 03-2015-0113-I-21<br>Grant County Social Services | Heartsaver CPR/AED First Aid                            | Kris Wubben    | 10                   | \$ 550.00          | No   |                             | X                 |               |
| 03-2015-0114-I-41<br>Curwood Bemis                | Heartsaver CPR/AED First Adi                            | Kris Wubben    | 16                   | \$ 928.00          | No   |                             | X                 |               |
| 03-2015-0120-I-21<br>CESA3                        | Heartsaver CPR/AED Training                             | Kris Wubben    | 8                    | \$ 320.00          | No   |                             | X                 |               |
| <b>TOTAL of all Contracts</b>                     |   |                | <b>56</b>            | <b>\$ 5,056.68</b> |  |                             |                   |               |
| Exchange of Services                              |   |                | -                    | \$ -               |  |                             |                   |               |
| For Pay Service                                   |   |                | 56                   | \$ 5,056.68        |  |                             |                   |               |

### ***E. Personnel Items***

There are no personnel recommendations being brought to the Board for approval.

### ***F. Lease with Southwest Wisconsin Workforce Development Board***

Available below is a six-month sublease agreement for Southwest Wisconsin Workforce Development Board to rent office space at the Richland Center Outreach Site to improve services in Richland County. Caleb White will be available for any questions.

**Recommendation:** Approve the consent agenda.

## LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of this 1st day of April 2015 by and between Southwest Wisconsin Technical College, Lessor, and Southwest Wisconsin Workforce Development Board, Lessee:

### 1. PREMISES AND TERM.

1.1 Demised Premises. Lessor leases to Lessee the following:

138 square feet of office floor space located at 26220 Executive Lane (Suite A), Richland Center, Wisconsin.

1.2 Term. This lease is for a term of six (6) months commencing on April 1, 2015, and ending September 30, 2015.

1.3 Termination This lease shall continue until the date specified in paragraph 1.2 or an extension date agreed upon as specified in paragraph 1.4 or until terminated in accordance with this paragraph. This lease or any renewal thereof may be terminated by mutual written agreement of the parties before the end of the fixed term or the end of each and every renewal period hereafter upon such terms and conditions as the parties shall agree.

1.4 Renewal. This lease may be renewed by mutual written agreement of the parties before the end of the fixed term or the end of each and every renewal period hereafter upon such terms and conditions as the parties shall agree.

### 2. RENT.

2.1 Payments. The Lessee shall yield and pay the sum of Two Hundred Seventy-six Dollars (\$276.00) per month as rent for the premises for the term of this Agreement, payable by mail or direct deposit on the 10th day of each month of this agreement. Mailed payments shall be sent to Southwest Tech, 1800 Bronson Blvd, Fennimore, Wisconsin 53809 or direct deposits shall be paid to Southwest Tech checking account (routing number available upon request).

### 3. USE AND SIGNS.

3.1 Use. Lessee shall use and occupy the demised premises solely for general office purposes. Lessee shall not use the demised premises in any way which, in the judgment of the Lessor, poses a hazard to the Lessor, the premises, other Lessees, if any, or the building in part or in whole; nor shall Lessee use the demised premises so as to cause damage to the building in part or in whole; nor shall Lessee use the premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.

3.2 Signs. Lessee shall have the privilege of placing in the demised premises such interior signs as Lessee deems necessary and proper in the conduct of Lessee's business, provided:

- (a) Lessee obtains the Lessor's consent to the placement of any sign in the building.

#### 4. CARE AND REPAIR OF DEMISED PREMISES; UTILITIES.

##### 4.1 Utilities.

- (a) Lessee shall be responsible for telephone and computer expenses.
- (b) Lessor is responsible for heat, electricity, gas, water and sewer costs.

##### 4.2 Maintenance.

- (a) Lessor is responsible for purchasing cleaning and paper products and is further responsible for providing general interior custodial and maintenance services.
- (c) Lessor shall, except as otherwise specifically provided herein and except for damages resulting from the act or negligence of Lessee, its agents, employees, invitees or permittees, maintain in good repair and tenantable condition the demised premises including the building and any and all equipment, fixtures and appurtenances whether severable or nonseverable, furnished by the Lessor under this lease. Lessee shall promptly report any problems with heating, air conditioning, electricity or plumbing.
- (d) Lessee shall commit no waste and shall take good care of the demised premises. Upon the expiration or termination of this lease or any renewal thereof, Lessee shall vacate the demised premises, remove its property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear, and damage by fire, act of God, casualty or other cause not due to misuse and neglect by Lessee or Lessee's agents, servants, customers, visitors or permittees excepted.

4.2 Lessee property. All improvements made by Lessee to the demised premises which are or become so attached to the demised premises that they cannot be removed without material injury to the demised premises shall become the property of the Lessor. Not later than the last day on which Lessee has the right to possession of the premises, Lessee may, nevertheless, remove all Lessee's personal property.

#### 5. ALTERATIONS.

5.1 Lessee shall have the right, at Lessee's expenses, from time to time, without Lessor's consent, to redecorate the demised premises, and to make nonstructural alterations, changes, installations, additions or improvements (collectively "changes") in, on, to or about such parts thereof as he shall deem expedient or necessary for its purpose.

## 6. ASSIGNMENT AND SUBLETTING.

6.1 Lessee shall not have the right, without Lessor's written consent, to assign this lease or sublet the demised premises or any part thereof.

## 7. OTHER FACILITIES.

7.1 Lessee shall have nonexclusive access to all off street parking available on the premises, it being understood that parking is available to all tenants of the building.

## 8. INDEMNITY - LIABILITY INSURANCE

8.1 Liability insurance. The Lessee must obtain and maintain during the term of this lease, a liability insurance policy covering its operations on the demised premises.

8.2 Contents insurance. During the term of this lease, Lessee shall, at Lessee's expense, be responsible for insuring its personal property located on the demised premises against damage and destruction by fire, theft or other perils.

## 9. NOTICES.

9.1 Any notice, demand, request or other communication hereunder given or made by either party to the other shall be in writing and shall be deemed to be duly given only if personally served on the other party or mailed by first class, postage prepaid regular mail addressed as follows:

- (a) if to Lessor, to Vice President of Administrative Services, Southwest Tech, 1800 Bronson Blvd, Fennimore, WI 53809, and
- (b) if to Lessee, to Chief Executive Officer, Southwest Wisconsin Workforce Development Board, 1370 N. Water Street, PO box 656, Platteville, WI 53818

or at such other addresses as Lessor or Lessee, respectively, may designate in writing by notice pursuant to this paragraph.

## 10. QUIET ENJOYMENT.

10.1 Quiet enjoyment. Lessor covenants that so long as Lessee pays rent and performs the terms, covenants and conditions on Lessee's part to be performed, Lessee shall peaceably and quietly have, hold and enjoy the demised premises for the term of this lease, subject to the provisions of this lease.

10.2 Title and use warranty. Lessor warrants and represents that Lessor has rights to sublease the demised premises and that Lessee is not prohibited by any law or ordinance from using the property as described in Paragraph 3.1.

## 11. COMPLETE AGREEMENT AND CONSTRUCTION FORM OF AGREEMENT.

11.1 Complete agreement. Both parties acknowledge that no representations, warranties, promises, covenants or undertakings of any kind have been made to either party as an inducement to enter into this lease agreement, other than those expressly set forth herein or in any attachment hereto. This lease is intended to be and is the complete agreement of the parties.

11.2 Paragraph headings. Paragraph headings are for convenience only. They are not part of this lease agreement of the parties and shall not be used in the construction or interpretation thereof.

11.3 Form of agreement. With respect to the form of the lease agreement, both parties assume joint responsibility for the form and composition of each paragraph, and they further agree that this lease agreement shall be interpreted as though each of the parties participated equally in the composition of each and every part thereof.

11.4 Construction. This lease agreement is not to be strictly construed for or against either of the parties. It shall be interpreted simply and fairly with regard to both parties.

11.5 Choice of law. The parties intend this lease agreement to be construed in accordance with the laws of the State of Wisconsin, irrespective of the residence of either party, or regardless of the forum where it may be construed later whether for enforcement, revision, modification or for any other purpose. In addition to the provisions of paragraph 1.3 pertaining to termination, in the event of a breach of this contract by either party, the parties specifically agree to be bound by the relevant provisions of Chapter 704 of the Wisconsin Statutes.

11.6 Severability. Both parties agree that in the event any court of competent jurisdiction at any time holds that a portion of this lease agreement is invalid, illegal, unenforceable, void or voidable, the remainder of the lease agreement, to the extent consistent with such holding, shall not be affected thereby and shall continue in full force and effect.

## 12. MISCELLANEOUS PROVISIONS.

12.1 Revision or modification Any future revision, modification, amendment or waiver of any of the provisions of this lease agreement shall be effective only if made in writing, dated, signed and executed with the same formality as this lease agreement. Any such revision, modification or amendment shall specifically provide that it is intended to revise, modify, or amend this lease agreement. Failure of either party to insist upon strict performance of any of the provisions of this lease agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

12.2 Access to premises. Lessor may enter the demised premises at any reasonable time on reasonable notice to Lessee for any purpose related to the performance of Lessor's obligations thereunder.

12.3 Interruption of services. Interruption of any service maintained in the demised premises if caused by mechanical difficulties or any causes beyond the Lessors's control shall not entitle Lessee to any claim against Lessor or to any abatement in rent, nor shall the same constitute constructive or partial eviction, unless



Lessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the demised premises are rendered unfit in whole or in part for the uses specified in this lease agreement, for a period of more than 3 days, by the making of repairs, replacement or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agent, customers, visitors or permittees, there shall be a proportionate abatement of rent during the period of such unfitness.

### 13.BINDING EFFECT.

13.1 Binding effect. The provisions of this lease agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, personal or legal representatives and assigns.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed this \_\_\_\_ day of March 2015.

SOUTHWEST WISCONSIN TECHNICAL COLLEGE

BY: \_\_\_\_\_  
Caleb J. White, Vice President for Administrative Services

IN WITNESS WHEREOF, the said Lessee has caused these presents to be signed this \_\_\_\_\_ day of March 2015.

SOUTHEAST WISCONSIN WORKFORCE DEVELOPMENT BOARD

BY: \_\_\_\_\_  
Rhonda Suda, Chief Executive Officer

## **Other Items Requiring Board Action**

### ***A. WTCS Health Insurance Consortium***

Southwest Wisconsin Technical College proposes to join five other Wisconsin Technical College in forming the Wisconsin Technical College Employee Benefit Consortium. The agreement for the consortium is available below. Caleb White will provide background information and an implementation process.

**Recommendation:** Approve Southwest Wisconsin Technical College joining the Wisconsin Technical College Employee Benefit Consortium.

**WISCONSIN TECHNICAL COLLEGE**

**EMPLOYEE BENEFIT CONSORTIUM AGREEMENT**

Effective: July 1, 2015

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**WISCONSIN TECHNICAL COLLEGE  
EMPLOYEE BENEFIT CONSORTIUM AGREEMENT**

THIS EMPLOYEE BENEFIT CONSORTIUM AGREEMENT (the “**Agreement**”) is made and entered into, with an effective date of the 1<sup>st</sup> day of July, 2015 (the “**Effective Date**”), by and among the participating Wisconsin Technical College Districts (individually, a “**Member**” and collectively, the “**Members**”), as evidenced by their execution and delivery of the attached Member Participation Agreement (the “**Member Agreement**”) in accordance with the authority vested in them under Chapter 38 and Section 66.0301 of the Wisconsin Statutes, to form and enter into intergovernmental cooperation agreements.

**RECITALS:**

WHEREAS, each Member is permitted and has the power pursuant to Wisconsin Statutes and its own policies to purchase insurance coverages and other employee benefit related services for its employees and their qualified dependents; and

WHEREAS, the Members wish to form a consortium (“**Consortium**”) for the express purpose of (1) jointly purchasing certain insurance coverage(s), including stop loss coverage, (2) jointly purchasing and/or providing certain employee benefits, (3) jointly purchasing certain employee benefit related services, and (4) jointly entering into certain self-insured and other permitted risk sharing arrangements, each as determined by the Consortium from time to time (collectively, the “**Services**”) in order to provide certain employee benefits to eligible employees of the Members pursuant to the Members’ respective employee benefit plans (“**Plans**”); and

WHEREAS, the Members deem it to be in their best interests to appoint qualified representatives (individually, a “**Representative**” and collectively, the “**Representatives**”) to a Board of Representatives (the “**Board**”), which shall represent the Members in connection with the Consortium; and

WHEREAS, this intergovernmental cooperation agreement sets forth the terms and conditions under which the Consortium will purchase the Services for and on behalf of the Members.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement by reference, and the other agreements, representations, warranties and covenants contained herein, each Member agrees as follows:

**1. TERM OF THE AGREEMENT.** The Consortium shall commence as of the Effective Date and continue in full force and effect until terminated in accordance with Section 8 of this Agreement (hereinafter, the “**Term**”).

## **2. PARTICIPATION IN THE CONSORTIUM.**

2.1 Participation. Each Member agrees to be bound by the terms and conditions of this Agreement, as it may be amended from time to time, and all policies and procedures established by the Board in accordance with this Agreement. This Agreement shall constitute an intergovernmental cooperation agreement by and among the Members of the Consortium. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the Members. The terms of this Agreement may be enforced in a court of law either by the Consortium itself or by any of its Members. The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members and the advantage gained by Members in anticipation of the reduction of costs for certain insurance or other employee benefit related services; provided, however, that the financial obligations of a Member are limited to that agreed to herein or such additional obligations as may come about through amendments to this Agreement.

2.2 Admission of Members. As of the Effective Date, the membership of the Consortium consists of those Wisconsin Technical College Districts listed on the attached **Addendum A**, each of which shall execute and deliver the Member Agreement in the form of attached **Addendum B** on or before April 1, 2015. Admission of additional Wisconsin Technical College Districts to the Consortium after the Effective Date shall be achieved only upon the concurrence of at least two-thirds (2/3) of the Board and subject to the payment of such sums and compliance with such standards or conditions as the Board shall in each case or from time-to-time establish.

### **2.3 Duration of Membership Terms; Voluntary Withdrawal.**

2.3.1 *Initial Membership Term.* The initial membership term for each original Member of the Consortium listed in the attached **Addendum A** shall be a period of three (3) years commencing as of the Effective Date of this Agreement, and the initial membership term for each Member subsequently admitted to the Consortium by Board shall be a period of three (3) years, commencing as of the date that such admitted Member executes and delivers the Member Agreement described in Section 2.2 of this Agreement (each referred to hereinafter as an “**Initial Membership Term**”).

2.3.2 *Additional Membership Terms.* Except as set forth in Section 2.3.3 below, each Member’s membership in the Consortium shall automatically renew for an additional three (3) year term (each an “**Additional Membership Term**”), unless such Member serves the Board with a written withdrawal notice no less than one



hundred eighty (180) days before the expiration of such Member's Initial Membership Term or the then-current Additional Membership Term.

- 2.3.3 *Newly Admitted Member's Continued Participation in the Consortium after Expiration of the Initial Term.* The Members acknowledge that additional technical colleges may be admitted into the Consortium after the Effective Date of this Agreement and that the expiration of such Member's Initial Term may not coincide the expiration of any other Member's Initial Term. However, it is the intent of the Consortium that all expiration and renewal dates relating to a Member's participation in the Consortium be synced so that they occur on the same date in order to facilitate the efficient operation of the Consortium. Therefore, the first Additional Membership Term of any technical college admitted to the Consortium after the Effective Date of this Agreement may be for a period of less than three (3) years, commencing as of expiration of such Member's Initial Membership Term and continuing until the next 3<sup>rd</sup> year anniversary of the Effective Date. Thereafter, such Member's Additional Membership Terms shall each be for a period of three (3) years and shall renew or be terminated by the Member in accordance with Section 2.3.2 above.

*Example – the following is for illustration purposes only – If Member A executes and delivers its Member Agreement to the Consortium on 8/1/17, then the Initial Membership Term for Member A shall commence on 8/1/17 and continue until 7/31/20. Provided that Member A does not serve the Board with a written withdrawal notice at least 180-days before the expiration of Member A's Initial Membership Term, then Member A's membership and participation in the Consortium shall automatically continue. In such event, Member A's first Additional Membership Term shall commence on 8/1/20 but continue only until 6/30/21, which is the next 3<sup>rd</sup> year anniversary of the Effective Date. Thereafter, Member A's next Additional Membership Term shall commence on 7/1/21 and continue in 3-year increments, to be renewed or terminated in accordance with Section 2.3.2 above*

- 2.3.4 In addition to the rights to withdraw described in Sections 2.3.1 and 2.3.2 above, a Member shall also have the right to withdraw from the Consortium upon a 90-day advance written notice of termination to the Board if the Member is required by the Wisconsin Legislature to cede its decision-making power with respect to the Services provided by or through the Consortium.
- 2.3.5 Notwithstanding anything in this Agreement to the contrary, a withdrawing Member shall remain fully obligated for its portion of

all expenses of and claims incurred during the period of its membership.

- 2.3.6 Each Member understands and agrees that, following its withdrawal from the Consortium, the Board may require such Member to wait for a period of three (3) years before the Consortium again considers Member's application for commencing participation in the Consortium. Upon such return, Member shall be required to make such payments and contributions as may then be required of any other new member and as further required by the Board.
- 2.3.7 In the event that a Member voluntarily withdraws from the Consortium in accordance with this Section 2.3, then, after paying or adequately providing for the payment of all obligations and liabilities, and upon receipt of such releases, indemnities and refunding agreements as Board deems necessary, the Chair shall direct the return to such withdrawing Member of its respective positive fund balance. To the extent that a withdrawing Member has a negative fund balance as of the date of withdrawal, such Member shall make Supplementary Payments into the Consortium, in accordance with Section 6 of this Agreement, equal to such deficit amount.

## 2.4 Expulsion of a Member.

- 2.4.1 Subject to a Member's right to written notice of default and an opportunity to cure, as set forth in Section 2.4.2 below, any Member may be expelled from the Consortium upon the vote of at least two-thirds (2/3) of the entire remaining membership of the Board. Such expulsion, which shall take effect in the manner set out below, may be carried out for one or more of the following grounds:
  - 2.4.1.1 Failure to comply with the terms and conditions of this Agreement;
  - 2.4.1.2 Failure to make any payments due to the Consortium on a timely basis;
  - 2.4.1.3 Except as otherwise approved by the Board, the failure to exclusively offer the Plan(s) to its eligible employees, which Plan(s) shall be consistent with those Services provided by the Consortium;
  - 2.4.1.4 Failure to fully cooperate with the Consortium's Board or its officers, attorneys, accountants, consultants, or

independent contractors in the performance of the Consortium's business or affairs; or

2.4.1.5 Failure to carry out any obligation of a Member which failure impairs the ability of the Consortium to carry out its business or affairs, or to rightfully exercise any powers delegated to it under this Agreement; or

2.4.1.6 Failure to promptly pay any premiums, premium-equivalents, Supplemental Payments pursuant to Section 6.2 of this Agreement or any other amounts due from the Member in connection with the Consortium.

2.4.2 Prior to voting to expel a Member, the Board shall furnish such Member with written notice of default describing, in reasonable detail, the grounds for expulsion and such Member shall have failed, within 30-days from the date of the Board's notice, to cure or remove such grounds. After expulsion, the former Member shall continue to be fully obligated for any payments due to the Consortium which were created during the term of its membership along with any other unfulfilled obligation as if it were still a Member of the Consortium.

2.4.3 The obligation of the Consortium, if any, to fund the claims filed under a Plan of an expelled Member shall cease on the date of expulsion. After expulsion, the Consortium may agree by contract to pay the claims of the expelled Member using funds furnished in advance by the expelled Member. The expelled Member shall be required to pay the cost of the transfer of any necessary information if it should choose to pay claims by itself or through others.

2.4.4 In the event that a Member is expelled from the Consortium in accordance with this Section 2.4, then, after paying or adequately providing for the payment of all obligations and liabilities, and upon receipt of such releases, indemnities and refunding agreements as Board deems necessary, the Chair shall direct the return to such expelled Member of its respective positive fund balance. To the extent that an expelled Member has a negative fund balance as of the date of withdrawal, such Member shall make Supplementary Payments into the Consortium, in accordance with Section 6 of this Agreement, equal to such deficit amount.

2.5 Obligations and Duties of the Members. The obligations of Members of the Consortium shall be as follows:

- 2.5.1 To pay the membership fees, if any, required by the Board on a timely basis and to make such further monthly contributions, assessments, premiums, premium-equivalents, Supplementary Payments and contributions to Consortium as is deemed necessary by the Board;
- 2.5.2 Except as otherwise approved by the Board, to exclusively offer Plan(s) to its eligible employees in a manner consistent with those Services provided by Consortium;
- 2.5.3 To select individuals to serve on the Board in accordance with Section 3 of this Agreement;
- 2.5.4 To furnish full cooperation with the Consortium's Board and its officers, consultants, accountants, attorneys and independent contractors relating to the business and affairs of the Consortium;
- 2.5.5 To furnish the Consortium with a copy of revisions to its written Plan(s) at least sixty (60) days prior to the effective date of such change;
- 2.5.6 To ensure that all claims covered by the Services are processed and paid in accordance with applicable law and all claims policies and procedures established by the Board; and
- 2.5.7 To comply with those policies and procedures regarding the administration of the Consortium and the application for and purchase of the Services, as adopted by the Board from time to time.

### **3. BOARD OF REPRESENTATIVES.**

3.1 Board of Representatives. A Board of Representatives is hereby established by the Members to manage the business and affairs, and to carry out the purpose, of the Consortium.

3.2 Designation of Representative; Qualifications. Each Member shall designate one (1) individual, who is a full-time employee of the Member, to represent that Member on the Board. The Member shall also designate one (1) individual, who is also a full-time employee of the Member, to serve as an alternate Representative when the primary Representative is unable or unavailable to carry out his or her duties. Members shall promptly notify the Board in writing of each selection of a Representative as well as any removal and replacement of a Representative. Each Representative shall be empowered to act for and on behalf of the Member in all matters relating to the

Consortium, including, without limitation, receiving notices and giving consents on behalf of the Member. Each Representative shall have sufficient experience and background in financial and/or human resources matters to enable him or her to fully participate in the deliberation of the Consortium's business and to direct the application for and purchase of Services on behalf of the Member. The Representatives, in their capacity as Representatives, shall not be required to devote their entire time to their duties under this Agreement.

3.3 Board Term. Each Representative or alternate shall hold office until the first to occur:

- 3.3.1 the Representative's resignation;
- 3.3.2 the Representative being removed by the Representative's Member;
- 3.3.3 the Representative's death; or
- 3.3.4 the Representative's ceasing to satisfy the qualifications set forth in Section 3.2 of this Agreement.

3.4 Replacement of Directors. The Representative chosen by a Member may be removed by that Member at any time and for any reason. If any Representative resigns or is removed or otherwise ceases to serve, the Member that appointed such Representative shall designate a successor who satisfies the qualifications set forth in Section 3.2 of this Agreement. The designation by a Member of a new individual as a Representative pursuant to this Section shall be deemed to remove any incumbent Representative appointed by such Member. The failure of a Member to select a successor Representative or the failure of its designated Representatives to participate shall not affect the responsibilities or duties of a Member under this Agreement.

3.5 Meetings.

- 3.5.1 Regular meetings of the Board shall be held at least four (4) times a year. The dates of regular meetings of the Board shall be established at the beginning of each fiscal year. Any item of business may be considered at a regular meeting. At least two (2) meetings must be held during the first half of the fiscal year and at least two (2) meetings must be held during the second half of the fiscal year. A failure to hold these meetings, as required, shall not invalidate acts otherwise taken.
- 3.5.2 Special meetings of the Board may be called by the Chair, or by any two (2) Representatives. Five (5) days written notice of special meetings of the Board shall be given to the Representatives of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at

special meetings shall be limited to those items specified in the agenda.

- 3.5.3 The Board may designate any place within the State of Wisconsin as the place of meeting of the Board. If no designation is made by the Board, the place of meeting shall be the campus of the then-current Chair's Technical College.
- 3.5.4 Meetings may be held in person, telephonically or by other electronic means such as video conference, provided that all Representatives acknowledge they can hear and be heard. The expenses of each Representative incurred to attend a meeting of the Board shall be borne by its Member.
- 3.5.5 To the extent consistent with Agreement, and except as modified by procedural rules established by the Board, *Roberts Rules of Order*, latest edition, shall govern all meetings of the Board. Minutes of all regular and special meetings of the Board shall be sent to all Members.

3.6 Powers & Duties of the Board. The Consortium's powers shall be exercised by, and its business and affairs shall be managed under the direction of, the Board. The Board shall have the following powers and duties:

- 3.6.1 Establish those policies and procedures necessary in the discretion of the Board to operate the Consortium and manage its business and affairs, which shall be followed by the Members and all officers, agents, employees and independent contractors working for the Consortium; provided, however, that such policies and procedures shall be fiscally prudent and recognize the Board's fiduciary duties to the Members;
- 3.6.2 Enter into contracts and agreements to perform and accomplish the purposes of the Consortium and effectuate the terms of this Agreement;
- 3.6.3 Hire or engage employees (including, without limitation, an executive director), agents and independent contractors and to set the compensation for such employees, agents and independent contractors;
- 3.6.4 Cause the creation of, see to the collection of, funds necessary for the administration and operation of the Consortium;
- 3.6.5 Purchase those Services as are approved by the Board;
- 3.6.6 Prepare the annual budget;

- 3.6.7 Develop an annual financial, administrative and strategic plan for the efficient operation of the Consortium;
- 3.6.8 Maintain all financial, operational and such other records as may be required by law or regulations, and file all reports required by law or regulations,
- 3.6.9 Issue all required meeting notices;
- 3.6.10 Receive and disburse funds of the Consortium;
- 3.6.11 Issue checks, drafts or other orders for the payment of money or other evidence of indebtedness as appropriate as they relate to the development and operation of the Consortium;
- 3.6.12 Prepare and direct statements of account for Member financial obligations as set forth in this Agreement, as may be developed and amended from time to time;
- 3.6.13 Oversee prompt payment from the Members;
- 3.6.14 Participate in any audit conducted with respect to the Consortium;
- 3.6.15 Appoint a Public Records Custodian for records relating exclusively to the Board and the Consortium; and
- 3.6.16 Maintain the confidentiality of the operations of the Consortium to the fullest extent permitted by law.

3.7 Quorum; Voting. A quorum shall consist of a majority of the Representatives. Except as provided in Section 3.8 of this Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters. [The Chairperson of the Board shall cast a tie-breaker vote in the event of a tie vote amongst the Representatives present at a meeting of the Board at which a quorum exists.] Each Member shall be entitled to one (1) vote on the Board. Such vote may be cast only by the primary Representative of the Member, or in such Representative's absence, by the alternate selected by the Member in the same manner as specified for the selection of the primary Representative. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by voice vote unless one (1) or more Members requests a roll call vote; provided, however, that any vote which requires a greater than a majority vote for passage, shall be by roll call.

3.8 Matters Requiring Supermajority. A greater vote than a majority of a quorum of the Board shall be required to approve the following matters.

- 3.8.1 Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum; provided, however, that such a rule can only be estab-

lished by a greater than majority vote at least equal to the greater than majority percentage within the proposed rule;

3.8.2 The expulsion of a Member shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors;

3.8.3 The removal of a Representative of the Board for cause shall require at least the concurrence of two-thirds (2/3) of the entire membership of the Board of Directors; and

3.8.4 Any amendment of this Agreement shall require the concurrence of at least two-thirds (2/3) of the entire membership of the Board of Directors;

3.9 Compensation; Reimbursement of Expenses. Except as provided in this Agreement or as specifically authorized by the Board, no one serving on the Board or as an officer shall receive any salary or other payment from the Consortium and any salary, compensation, payment or expenses for a Representative shall be paid by his or her respective Member separate and apart from this Agreement.

3.10 Wisconsin Open Meetings Laws. Notwithstanding anything contained in this Agreement to the contrary, the Board shall comply with any applicable provisions of Subchapter V of Chapter 19 of the Wisconsin Statutes, as amended.

3.11 Fiscal Agent. The Board may appoint a Member as a fiscal or administrative agent ("Agent"), with such authority, powers, duties and obligations as the Board may determine from time to time, including, without limitation, delegation to the Agent of any power and/or duties described in Section 3.6 of this Agreement.

#### **4. OFFICERS.**

4.1 Officers. Officers of the Consortium shall be responsible for implementing the policy directions of the Board and for the regular day-to-day activities of the Consortium. The Representatives shall select by majority vote a Chair, Vice-Chair, Secretary and Treasurer of the Board. The Chair shall have all of the powers specifically set forth for such office in this Agreement. In the absence of the Chair, the Vice-Chair shall have the power to act in the place of the Chair.

#### **4.2 Election of Officers.**

4.2.1 The term for Officers shall be limited to no more than two (2) two-year consecutive terms, but persons may be selected to a different position.

4.2.2 For the fiscal year of the Consortium, commencing on July 1, 2015, the Chair and the Secretary shall be elected to an initial term of three (3) years, and the Vice-Chair and Treasurer shall be



elected to an initial term of two (2) years to achieve staggered terms. Thereafter, officers shall be elected for two (2) year terms.

4.2.3 The election of officers can take place in the last quarter of the prior fiscal year or the first quarter of a new fiscal year. Officers shall serve until their successors have been chosen and begin their terms.

4.3 Nominations. When officers of the Consortium need to be selected by the Board, the Board shall name a Nominations Committee. The Nomination Committee may be comprised only of current voting Representatives of the Board. Such Nomination Committee shall consider candidates and make a recommendation for the filling of the positions. In making its recommendations, the Nominations Committee shall endeavor to nominate for election at least one (1) officer that has a background in human resources and at least one (1) officer that has a background in finance. The Board may, but shall not be required to, select a past Chair who shall serve as Chair of the Nominations Committee. The past Chair may be authorized to select delegates or alternates to serve as members of the Nominations Committee. The Nominations Committee shall present to the Board a recommended slate of candidates for review by the Representatives. Such report shall be submitted no less than thirty (30) days before the date of the meeting of the Board at which the elections shall take place. Other persons seeking to be named to positions on the Board may have their names offered in nomination for such positions.

4.4 Chairperson. The Chair is the chief elected officer of the Consortium and directs the overall affairs and operations of the Board; presides over all meetings of the Board; and performs all other duties as are authorized in this Agreement, or as the Board may authorize and as may be defined in the policies of the Consortium. The Chair, when authorized, shall execute documents on behalf of the Consortium and shall perform those duties normally associated with the Chair of an intergovernmental agency. In the absence or inability of the Chair to perform these duties, the Vice-Chair shall temporarily provide such services and perform such duties. If the Chair shall resign or permanently be unable to perform such duties, the Vice-Chair shall succeed to the position of Chair. In the case of a vacancy in any office of the Consortium, the Board shall appoint an individual with the required qualifications to fill such vacancy until the end of the term of the person leaving the office.

4.5 Vice-Chair. The Vice-Chair assists the Chair in directing the affairs and operations of the Board; acts as presiding officer at meetings in the absence of the Chair.

4.6 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Consortium; receive and give all receipts for monies due and payable to the Consortium from any source whatsoever; deposit all such monies in the name of the Consortium in such banks, savings and loan associations or other depositories as shall be selected by the Board; keep the financial records of the Consortium and invest the funds of the Consortium as are not immediately required in such securities as the Board shall specifically or generally select from time-to-time. The Treasurer shall perform all the duties incident to the office of Treasurer and such other

duties as from time-to-time may be assigned to the Treasurer by the Board. In the absence of the Treasurer, or in the event of the inability or refusal of such officer to act, the Chair of the Board may temporarily perform the duties of the Treasurer and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Treasurer. A new Treasurer shall be selected at the next regular or special meeting of the Board, but the Chair may act, in any case, until the selection is made.

4.7 Secretary. The secretary shall:

4.7.1 Record the minutes of the meetings of the Board;

4.7.2 See that all notices are duly given in accordance with this Agreement or as required by law;

4.7.3 Be custodian of the Consortium's records and see that the books, reports, statements, certificates, and all other documents and records required by law are properly kept and filed; and

4.7.4 In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the Board or the Chair; and

4.7.5 Unless an Agent appointed by the Board fulfills such functions pursuant to Section 3.6.15 of this Agreement, serve as the Public Records Custodian for the Consortium.

4.8 Removal. The Board may, by at least a two-thirds (2/3) vote of the entire Board, remove the Chair, Vice-Chair, Treasurer, Secretary or the chairperson or any member of any Committee. Such removal shall be within the total discretion of the Board.

4.9 Committees. The Board may establish on a permanent or ad hoc basis other committees or sub-committees to serve the Consortium.

4.10 Selection of Financial Institutions & Accountants. The Board may select a financial institution, certified public accounting firm, attorneys and/or subject matter experts to carry out some or all of the functions which would otherwise be assigned to a Treasurer.

## **5. LIABILITY OF THE BOARD OF REPRESENTATIVES AND OFFICERS; INDEMNIFICATION.**

5.1 Liability of the Board of Representatives. The Representatives and the Officers of the Consortium shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The Representatives and the Officers of the Consortium shall not be liable for (a) any mistake of judgment or other action made, taken or omitted by them while exercising ordinary care and reasonable diligence, or (b) for loss incurred through investment of Consortium

funds, or failure to invest, except to the extent any loss results from the fraud or willful misconduct of a Representative or Officer. No Representative shall be required to give a bond or other security to guarantee the faithful performance of his or her duties under this Agreement.

5.2 Indemnification of Representatives and Officers. To the fullest extent permitted by law, the Consortium shall defend, indemnify and hold harmless any Representative or Officer (a) for actions taken by the Consortium or its Board, (b) for actions performed by the Representative or Officer while exercising ordinary care and reasonable diligence and within the scope of his or her authority, or (c) who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, solely by reason of the fact that he or she is or was a Representative or Officer of the Consortium. Any administrative fund established by the Board may be used to defend, indemnify and hold harmless any Representative or Officer in connection with the Consortium's obligations under this Section. The Consortium may purchase insurance providing similar coverage for such Representative or Officers.

5.3 Indemnification of the Consortium. To the fullest extent permitted by Law, a Member shall defend, indemnify and hold the Consortium and its other Members harmless against any and all demands, claims, causes of action, lawsuits, proceedings, losses, damages, judgments, fines, liabilities, or expenses (including reasonable attorneys' fees and costs) relating to or arising from (a) any errors, omissions or exceptions in the administration of the indemnifying Member's Plans, or (b) the failure to comply with any policy or procedure adopted by the Board, including but not limited to, those policies and procedures relating to the purchase or procurement of Services, the administration of claims and/or the operation of the Consortium.

5.4 Survival. The provisions of this Section 5 shall survive the dissolution, liquidation, winding up and termination of the Consortium.

## **6. FINANCIAL MATTERS.**

### **6.1 Allocation and Payment of the Costs and Expenses of the Consortium.**

6.1.1 Operation of the Consortium. Unless otherwise specifically authorized by the Board, the cost and expenses of the operation of the Consortium shall be borne and paid for by each Member in direct proportion to the number of covered employees for such Member whose Plan(s) are paid by the Consortium using funds contributed to the Consortium by the Members in accordance with this Agreement, as compared to the aggregate number of covered employees of all of the Members.

6.1.2 Purchase of Services. Unless otherwise specifically authorized by the Board, the cost and expenses of the Consortium's purchase of

Services shall be borne and paid for by each Member in direct proportion to the number of covered employees for such Member whose Plan(s) are paid by the Consortium using funds contributed to the Consortium by the Members in accordance with this Agreement, as compared to the aggregate number of covered employees of all of the Members.

6.1.3 Procedure for Determining Covered Employees. Each Member shall provide the Board, by no later than the fifth (5<sup>th</sup>) day of each month, with a written report providing reasonable detail and such other information as the Board may request regarding the number of covered employees such Member had during the immediately preceding month for each Plan. Such report and information shall be used by the Consortium to allocate the costs and expenses of the operation of the Consortium and the Services. Whenever payments to a fund established by the Board are based upon an estimate, the Consortium shall make such arrangements, adjustments, refunds or payments determined by the Board to be necessary when final figures become available to account for any discrepancies in the amount due to either the Consortium or to a Member.

6.1.4 Funding of Insurance Premiums and Benefit Claims. To the extent determined by the Consortium, as permitted by applicable law, and recognizing additional sources of funding, including but not limited to employee contributions, stop-loss coverage, and other funding sources, the Consortium may determine, establish and require a funding arrangement for the payment of benefit claims whereby (1) each Member shall be responsible for and shall fund the actual claims of its respective covered employees and covered dependents, or (2) each Member is responsible for and shall fund its share of the claims of the covered employees and covered dependents based on a per capita arrangement as described above, or (3) any other method or combination of methods of allocating responsibility for funding insurance premiums and benefit claims. Notwithstanding the manner in which the Member is responsible for insurance premiums and benefit claims, the Consortium may determine and establish a method for payments by members involving, periodic uniform payments, payments based on a reasonable formula, and/or payments to be made as such amounts are communicated by the Consortium.

6.2 Supplementary Payments. If, during any year, the funds on hand are not sufficient to pay benefits or administrative expenses which are the responsibility of the Consortium and not through a failure of insurance coverage or other costs, the Board may require the Members to make additional contributions or payments (collectively,

**“Supplementary Payments”**) in such amounts and at such times as the Board may determine for the continued operation of the Consortium.

6.3 **Withdrawal of Excess Reserves.** During any fiscal year, and with the approval of the Board, a Member may withdraw from the Consortium any amount of Excess Reserves provided that there shall be deducted from that payment any amounts owed by the Member or reasonably anticipated to be owed by the Member to the Consortium either being then due and payable or estimated to be due based upon tentative figures or preliminary audits, or any other amounts due from the Member. As used in this Agreement, the term **“Excess Reserves”** for a Member means an amount in excess of all financial requirements and obligations of that Member to the Consortium, as determined by Board in accordance with its duly adopted policies and procedures. The Board may always deduct from a Member’s Excess Reserves any amounts necessary to pay for that Member’s obligations to the Consortium.

6.4 **Suspension or Termination of Claim or Other Payments.** In the event the Board determines that a Member has not promptly paid to the Consortium any financial obligation then due, which is in excess of the amount of \$50,000.00, or is more than one-half of one month’s contribution, whichever is less, it may direct that the payment of the Member’s claims or other sums sought shall be suspended or terminated for a specified period of time or until certain specified actions have taken place.

6.5 **Payments in Error.** If the Consortium should in error pay any benefit claims, administrative fees or other charges on behalf of a Member, which it was not obligated to pay, such Member shall, upon thirty (30) days’ written notice, reimburse the Consortium for the amounts improperly paid.

6.6 **Establishment of Accounts and Funds.** The Board may establish such policies, procedures, funds and accounts, and establish depository relations with such financial institutions as it may choose, to effectively carry out the business and purpose of the Consortium.

6.7 **General Fiscal Matters.** The Board shall provide to the Members an annual audit of the financial affairs of the Consortium to be made by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles.

6.8 **Fiscal Year.** The fiscal year of the Consortium shall commence on July 1<sup>st</sup> and end on June 30<sup>th</sup> of each calendar year.

6.9 **Annual Report.** Within sixty (60) days after the end of the Consortium’s fiscal year, the Board shall prepare, or cause to be prepared by the Consortium’s accountants and authorized agents, a written statement of account with respect to the preceding fiscal year setting forth, among other items:

6.9.1 The net income or loss of the Consortium;

- 6.9.2 The increase or decrease in the assets of the Consortium;
- 6.9.3 The gains or losses realized by the Consortium upon sale or other disposition of any assets of the Consortium;
- 6.9.4 All payments and distributions made from the Consortium; and
- 6.9.5 Such other information as the Board deems appropriate.

**7. REPRESENTATIONS AND WARRANTIES.** Each Member hereby represents and warrants that:

7.1 the Member has taken all necessary actions and has received all necessary approvals and consents and adopted all necessary resolutions in order to execute and deliver this Agreement and to perform its obligations hereunder, including, without limitation, the appointment of its Representative; and

7.2 the execution, delivery and performance of this Agreement by the Member are within the power and authority of the Member and do not violate any applicable laws or regulations or any policies established by the Member; and

7.3 the execution, delivery and performance of this Agreement has been duly authorized and this Agreement is the legal, valid and binding obligation of the Member enforceable against the Member in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, fraudulent conveyance, reorganization and similar laws now or hereafter in effect relating to creditors' rights generally, and subject to general principles of equity (whether applied in a proceeding at law or in equity); and

7.4 the execution, delivery or performance of this Agreement (a) does not conflict with or result in the breach or termination of, any contract or permit to which the Member is a party or by which the Member or its properties are bound; (b) give any other person the right to terminate any contract or permit to which the Member is a party or by which the Member or its properties are bound; or (c) constitute a default, an event of default or an event that, with notice or lapse of time, or both, would constitute a default or an event of default under the terms of any contract or permit to which the Member is a party or by which the Member or its properties are bound.

## **8. TERMINATION.**

8.1 Events of Termination. The Consortium and this Agreement may be terminated as follows:

- 8.1.1 Upon the concurrence of at least two-thirds (2/3) of the entire membership of the Board; or

- 8.1.2 In the event that all of the Members are required by the Wisconsin Legislature to cede its decision-making power with respect to the Services provided by or through the Consortium.

8.2 Effect of Termination. Upon the termination of this Agreement pursuant to Section 8.1 above:

- 8.2.1 The Consortium shall carry on no business except for the purpose of satisfying its outstanding obligations and liabilities and winding up the affairs of the Consortium
- 8.2.2 All of the powers of the Board and the officers under this Agreement shall continue until the affairs of the Consortium have been wound up and the Board may make take all acts appropriate to liquidate the business and affairs of the Consortium; and
- 8.2.3 After paying or adequately providing for the payment of all obligations and liabilities, and upon receipt of such releases, indemnities and refunding agreements as Board deems necessary, the Chair shall direct the return to each Member of its respective positive fund balance. To the extent that a Member has a negative fund balance as of the date of termination, such Member shall make Supplementary Payments into the Consortium, in accordance with Section 6 of this Agreement, equal to such deficit amount. To the extent any cash or other tangible or intangible property remain undistributed after reconciliation and payment of the Members' fund balances, such cash and property shall be equitably distributed among the Members consistent with the allocation procedures set forth in Section 6.1 of this Agreement, as determined by the Board in its sole discretion.

**9. MAINTENANCE OF RECORDS; AUDIT RIGHTS.** The Consortium and each Member shall maintain complete and accurate books and records relating to the Services and/or Plan(s) for a period of seven (7) years plus as long as any dispute exists between the parties. Further, the Board or its designated agents shall be entitled to audit and inspect the books and records of a Member relating to this Agreement, Services and/or Plan(s) upon reasonable advance written notice and during the normal office hours of the Member.

**10. MISCELLANEOUS.**

10.1 Governing Law. This Agreement is executed by the Members and delivered in the State of Wisconsin and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Wisconsin.

10.2 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts,

together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

10.3 Severability. The provisions of this Agreement are severable, and if any one or more of such provisions (the “**Conflicting Provisions**”) are in conflict with any applicable laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement may be amended to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any action taken or omitted prior to the discovery or removal of the Conflicting Provisions.

10.4 Gender; Section Headings and Table of Contents.

10.4.1 Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and word importing the singular number shall mean and include the plural number and vice versa.

10.4.2 Any headings preceding the texts of the several Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

10.5 No Assignment. No party hereto may sell, assign, pledge or otherwise transfer any of its rights or benefits under this Agreement to any other person, and any purported sale, assignment, pledge or other transfer shall be null and void.

10.6 No Partnership. Other than the creation of an intergovernmental cooperation program pursuant to §66.0301, Wis. Stat., this Agreement does not constitute an association of two or more persons to carry on as co-owners a business for profit, and none of the parties intends this agreement to constitute a partnership or any other joint venture or association.

10.7 Notice. Any and all notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a party at the earlier of (i) when actually delivered to such party; (ii) when mailed to such party by registered or certified U.S. Mail (return receipt requested) or sent by overnight courier, confirmed by receipt, and addressed to such party at the address designated below for such Party (or to such other address for such party as such party may have substituted by notice pursuant to this Section):

10.7.1 If to the Consortium: To the Chair, with a copy to the Secretary, each addressed to their respective business addresses, as shown on the books and records of the Consortium.



10.7.2 If to a Member: To the primary Representative for such Member, with a copy to the alternate Representative for such Member, each addressed to their respective business addresses, as shown on the books and records of the Consortium.

10.8 Entire Agreement. This Agreement and the Member Agreements shall constitute the entire agreement and understanding of the parties with respect to the subject matter and shall supersede all prior oral and written agreements in regard thereto.

10.9 Dispute Resolution.

10.9.1 Mediation. If any dispute, controversy or claim of any nature arises out of or relates to this Agreement, or any breach thereof (for the purpose of this Section 10.9, such dispute, controversy, claim or alleged breach shall be collectively referred to as a "**Claim**"), and if such Claim cannot be settled through direct negotiation between the Members, the Members shall submit such Claim to non-binding mediation with a mediator to be mutually agreed upon by the Members. The mediation may be initiated by the written request of any Member and sent to the Board and shall commence within thirty (30) days and be concluded within two (2) months of receipt of such notice, unless otherwise agreed by the Members.

10.9.2 Arbitration. In the event of the failure of any mediation conducted pursuant to Section 10.9.1 of this Agreement, the Parties shall then submit such Claim to binding arbitration conducted in accordance with the rules then in effect of the American Arbitration Association. The arbitration hearing shall be conducted in Madison, Wisconsin before a single arbitrator. Unless the arbitrator finds that delay is reasonably justified or as otherwise agreed to by the Members, all discovery shall be completed, and the arbitration hearing shall commence within three (3) months after the appointment of the arbitrator. Unless the arbitrator finds that delay is reasonably justified, the hearing will be completed, and an award rendered within thirty (30) days of the commencement of the arbitration hearing. The authority of the arbitrator shall include the ability to render equitable types of relief and, in such event, any court of competent jurisdiction may enter an order enjoining and/or compelling such actions or equitable relief ordered or as found by the arbitrator. Notwithstanding the foregoing, the Members expressly agree that a court of competent jurisdiction may enter a temporary restraining order or an order enjoining a breach of this Agreement pending a final award or further order by the arbitrator. Such remedy, however, shall be cumulative and nonexclusive, and shall be in addition to any other remedy to which the Members may be entitled. Each Member shall bear its own expense (including actual attorneys' fees and costs) of such mediation or arbitration proceedings, unless otherwise agreed to by the Members. In the event of any conflict between the arbitration rules applicable to a Claim

and the provisions stated above in this Section 10.9.2, the provisions of this Section 10.9.2 shall govern and control.

10.10 Remedies. Any remedy set forth in this Agreement is cumulative and shall be in addition to any and all other remedies available at law or in equity.

10.11 No Third Parties Beneficiaries. No third parties are intended to benefit from this Agreement, and no third party beneficiary rights shall be implied from anything contained in this Agreement.

10.12 Survival. Except as otherwise specifically provided herein, all of the promises, agreements, representations, warranties, and indemnities made by the Members shall survive the termination of this Agreement, subject only to the applicable statutes of limitation.

10.13 Further Assurances. Subject to terms and conditions of this Agreement, each Party shall use reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to carry out the purpose and intent of this Agreement.

10.14 Waiver. Any party may waive in writing any term or condition contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by any party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term or condition.

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## **ADDENDUM A**

### **INITIAL MEMBERS**

The following Wisconsin Technical College Districts constitute Members of the Consortium as of the Effective Date of the Agreement:

- Lakeshore Technical College
- Moraine Park Technical College
- Fox Valley Technical College
- Waukesha County Technical College
- Southwest Wisconsin Technical College
- Western Technical College

**ADDENDUM B**  
**FORM OF MEMBER PARTICIPATION AGREEMENT**

THIS MEMBER PARTICIPATION AGREEMENT (“**Member Agreement**”), effective as of the date the last date written below, is entered into by and between the Wisconsin Technical College Employee Benefit Consortium, a voluntary association of participating Wisconsin Technical College Districts established pursuant to an intergovernmental cooperation agreement to Section 66.0301 of the Wisconsin Statutes (collectively, the “**Consortium**”), and \_\_\_\_\_, a Wisconsin Technical College (hereinafter referred to as to “**Member**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Wisconsin Technical College System Employee Benefit Consortium Agreement (the “**Agreement**”).

**RECITALS:**

WHEREAS, Member wishes to become a Member in the Consortium as of the date first written above; and

WHEREAS, Member and the Consortium (collectively, the “**Parties**”) enter into this Member Agreement to establish the terms and conditions of the Member’s participation in the Consortium.

**AGREEMENT:**

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Review of the Agreement.** Member acknowledges that it has received and reviewed a copy (in execution form) of the Agreement.
2. **Membership.** Member hereby joins the Consortium as a Member and agrees:
  - (a) to be bound by, and hereby confirms, all terms, conditions, agreements, acknowledgments, covenants and representations attributable to a Member in the Agreement; and
  - (b) to fulfill the requirements of membership in the Consortium, as set forth in the Agreement or as adopted by the Board from time to time.
3. **Cooperation.** The undersigned hereby agrees to take such further actions as may be reasonably requested by the Consortium to further effectuate the intent of the foregoing.
4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. The signature of a party transmitted by facsimile or in PDF form shall be considered the original signature of that Party.

**IN WITNESS WHEREOF**, the Member and the Consortium have caused their duly-authorized representatives to execute and deliver this Member Participation Agreement, effective as of the last date first above written.

**CONSORTIUM:**

WISCONSIN TECHNICAL COLLEGE SYSTEM EMPLOYEE BENEFIT  
CONSORTIUM

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attested to:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MEMBER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attested to:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

***B. WTCS Request for Approval – Remodeling of Welding Lab***

**1. Resolution Approving Welding Lab Renovation Project**

The resolution approving the renovation of the Welding lab is available below.

**Recommendation:** Approve the renovation of the Welding lab.

**RESOLUTION  
OF THE  
SOUTHWEST WISCONSIN TECHNICAL COLLEGE BOARD**

WHEREAS, Southwest Wisconsin Technical College has statutory authority to renovate an existing facility, and

WHEREAS, Southwest Wisconsin Technical College has recognized the need to renovate the vacated former Bricklaying/Masonry Program area to provide more classroom space and expanded lab space for the Welding Program, and

WHEREAS, Southwest Wisconsin Technical College has considered contracting the design and renovation of the 505 area in Building 500 of the college campus, Fennimore, Wisconsin, to KJWW Engineering Consultants, and

WHEREAS, Southwest Wisconsin Technical College has the ability to fund the renovation project via capital funds obtained through tax levy,

BE IT THEREFORE RESOLVED that the Southwest Wisconsin Technical College Board approves contracting for the design and renovation of the 505 area of Building 500 of the college campus, Fennimore, Wisconsin, to provide more classroom and expanded lab space.

Adopted and recorded this 26th day of March, 2015.

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Eileen Nickels  
Chairperson

ATTEST:

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Darlene Mickelson  
Secretary



**2. Resolution Requesting State Board Approval of Welding Lab Renovation Project**

The resolution approving the submission of the renovation of the Welding lab is available below.

**Recommendation:** Approve the submission to the State Board for their approval of the renovation of the Welding lab.



**RESOLUTION  
OF THE  
SOUTHWEST WISCONSIN TECHNICAL COLLEGE BOARD**

WHEREAS, the Southwest Wisconsin Technical College Board has approved the renovation of the 505 area in Building 500 to expand and improve classroom and lab spaces for the welding lab,

BE IT THEREFORE RESOLVED that the Southwest Wisconsin Technical College Board submits for State Board approval the renovation of the 505 area of Building 500 located on the college campus in Fennimore, Wisconsin.

Adopted and recorded this 26th day of March 2015.

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Eileen Nickels  
Chairperson

ATTEST:

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Darlene Mickelson  
Secretary



***C. Second Reading of Board Governance Policy 4.5: College Strategic Directions***

The proposed 2015-2018 College Strategic Directions were presented and discussed at the February 27-28, 2015, retreat/regular meeting for modification of the Strategic Directions. Recommendations from the Board have been incorporated into Policy 4.5: College Strategic Directions. This is the second reading of the revision to the policy. The policy is available below with the changes indicated.

**Recommendation:** Approve the revision, as presented, to Policy 4.5: College Strategic Directions.

## **PROPOSED** 4.5 - COLLEGE STRATEGIC DIRECTIONS

- **Advance Quality**
- Increase College Access
- Improve Student Completion & Success
- Strengthen Partnerships
- Create a Cohesive Culture
- ~~Prioritize~~ **Make** Customer Service a **Priority**
- **Promote Effective Communication**
- ~~Advance Infrastructure (facilities and technology)~~
- Promote Fiscal Efficiency and Sustainability

Adopted: 1/24/02  
Reviewed: 11/2/02, 6/19/08  
Revised: 3/24/05, 7/14/08, 3/22/12

***D. First Reading of Board Governance Policy 3.3: Compensation and Benefits***

Policy 3.3: Compensation and Benefits is being presented for revision. The references to the collective bargaining agreements are being removed. This is the first reading of the revision to the policy. The policy is available below.

**Recommendation:** Approve the first reading of revised Policy 3.3: Compensation and Benefits.

## **PROPOSED** 3.3 - COMPENSATION AND BENEFITS

The President shall maintain fiscal integrity and a positive public image with respect to employment, compensation, and benefits to employees, consultants, and contract workers.

Accordingly, the President may not:

1. Change his or her own compensation and benefits.
2. Provide for or change the compensation and benefits of other employees except in accordance with **policies of the Board**. ~~collective bargaining agreements entered into by the Board or in accordance with salary schedules and plans adopted by the Board.~~
3. Promise or imply permanent or guaranteed employment.
4. ~~Employ persons not covered by a collective bargaining agreement for more than one year's duration without Board approval.~~
5. Employ persons not properly certified/certifiable for the position.
6. Grant fringe benefits not approved by the Board.

Adopted: 1/24/02  
Reviewed: 3/27/03, 3/22/07, 1/17/08, 10/15/10  
Revised: 2/28/13

## **Board Monitoring of College Effectiveness**

### ***A. Public Safety Report***

Kris Wubben, Public Safety Supervisor, will present a report focusing on major activities and how they help the College achieve its seven Strategic Directions. The report will be available at the meeting.

### ***B. Staffing Update***

An update on College staffing will be provided. A summary is below.

### Position Tracking 2014/2015 Fiscal Year

|    | Name   | Title   | Status and/or Additional Info  | Effective Date | Funding Source &/or Estimated Wage Range                          |
|----|--|---|--|----------------|---|
| 1  | Replacement - Jenny Oyen                     | Administrative Asst. Public Safety                                  | Transfer in - Tammie Engelke   | TBD            | Grade 4 Hourly \$16.09 - \$20.78                                  |
| 2  | New Position                                 | Part Time Admin. Asst. Public Safety (Even & Weekends)              | New Hire - Pam Johnson Loy   | 7/21/2014      | Grade 4 Hourly \$16.09 - \$20.78                                  |
| 3  | Replacement - Donna Marchese                 | Assessment Specialist   | Internal Transfer-Mary Jo Sherman  |                | Grade 5 Hourly \$17.14 - \$22.09                                  |
| 4  | Replacement - Pam Myhre                      | Associate Degree Nursing Instructor                                 | New Hire - Christal Foreyt   | 8/14/2014      | BS \$40,368-\$68,225 MS \$44,159-\$74,437                         |
| 5  | New Position                                 | Cancer Infor Mgmnt / H.I.T. Instructor                              | New Hire - Stacie Kreinbrink   | 8/14/2014      | Grant & District Funded BS \$40,368-\$68,225 MS \$44,159-\$74,437 |
| 6  | Replacement - Jessica Brogley                | Communications Instructor   | Decision to hire adjuncts  |                | BS \$40,368-\$68,225 MS \$44,159-\$74,437                         |
| 7  | New Position                                 | Culinary Arts/Management Instructor                                 | New Hire - Karen Bast  | 8/14/2014      | BS \$40,368-\$68,225 MS \$44,159-\$74,437                         |
| 8  | New Position - Limited Term Employment (LTE) | Healthcare Lab Asst.  | Position is now being shared among faculty.                                |                | Grant Funded Grade 6 Hourly \$20.74 - \$26.74                     |
| 9  | New Position - Limited Term Employment (LTE) | Healthcare Tutors/Study Skill Tutors/Tutor Specialist (8 Positions) | New Hires - Marcia Taddy, Clark Benson, Jeff Stauffacher, and Carla Flesch |                | Grant Funded Grade 6 Hourly \$20.74 - \$26.74                     |
| 10 | Replacement - Robert Hampton (LTE)           | Electrical Power Distribution Lab Assistant                         | New Hire - Chase Varvil  | 8/14/2014      | Grade 5 Hourly \$17.14 - \$22.09                                  |
| 11 | New Position                                 | Lab Science/Medical Lab Tech Instructor                             | New Hire - Linda Kious   | 8/14/2014      | Grant Funded BS \$40,368-\$68,225 MS \$44,159-\$74,437            |

### Position Tracking 2014/2015 Fiscal Year

|    | Name   | Title  | Status and/or Additional Info       | Effective Date | Funding Source &/or Estimated Wage Range               |
|----|--|--|-------------------------------------|----------------|--|
| 12 | New Position - Limited Term Employment (LTE) | Media Support Specialist                     | New Hire-Kyle Ebel                  | 7/7/2014       | Grant Funded Grade 6<br>Hourly \$20.74 - \$26.74       |
| 13 | Replacement - Patti Obma                     | Nursing Assistant Instructor (1 FT or 2 PT)  | New Hire - Jill Henry (1 Full time) | 8/14/2014      | Grant Funded BS \$40,368-\$68,225 MS \$44,159-\$74,437 |
| 14 | New Position - Limited Term Employment (LTE) | General Anatomy & Physiology Instructor (PT) | Decision to hire adjunct            | 8/21/2014      | Grant Funded BS \$40,368-\$68,225 MS \$44,159-\$74,437 |
| 15 | Replacement-Dorie Hopkins Studnicka          | Auto-Tutorial Lab Assistant                  | New Hire - Janet Giese              | 8/14/2014      | Grade 4 Hourly \$16.09 - \$20.78                       |
| 16 | Replacement-Heidi Deininger Kinney           | Associate Degree Nursing Instructor          | New Hire - Nicole Schopf            | 8/14/2014      | BS \$40,368-\$68,225 MS \$44,159-\$74,437              |
| 17 | Replacement-Sue Elliott                      | Child Care Lab Assistant                     | New Hire - Mikayla Bryant           | 8/14/2014      | Grade 1 Hourly \$11.89 - \$15.36                       |
| 18 | Replacement - Mary Jo Sherman (Transfer)     | Student Services Specialist                  | New Hire - Jennifer Taylor          | 9/2/2014       | Grade 2 Hourly \$14.19 - \$18.34                       |
| 19 | Replacement - Tammie Engelke (Transfer)      | Grants Accountant                            | Internal Transfer - Holly Crubel    | 8/25/2014      | Grade 6 Hourly \$21.05 - \$27.14                       |
| 20 | Replacement - Holly Crubel (Transfer)        | Accounts Payable                             | New Hire - Amy Campbell             | 10/20/2014     | Grade 4 Hourly \$16.09 - \$20.78                       |
| 21 | Replacement - Helen Laufenberg               | Grant/Finance Accountant                     | Internal Transfer - Samantha Redman | 8/25/2014      | Grade 6 Hourly \$21.05 - \$27.14                       |



### Position Tracking 2014/2015 Fiscal Year

|    | Name  | Title  | Status and/or Additional Info  | Effective Date | Funding Source &/or Estimated Wage Range  |
|----|---|--|--|----------------|---|
| 22 | Replacement - Samantha Redman (Transfer)          | Financial Aid Accounting/Bursar                                      | Decision to defer replacement at this time.                                    |                | Grade 4 Hourly \$16.09 - \$20.78  |
| 23 | New Position                                      | Online Specialist  | New Hire - Amy Poteet  | 1/12/2015      | Grant Funded the first year, then District Funded Grade 7 Salaried Professional \$52,190 - \$70,611 |
| 24 | Replacement - Kathy Witzig (Retirement)           | Counselor  | New Hire - Heather Mclimans  | 12/15/2014     | Grade 7 Salaried Professional \$52,190 - \$70,611   |
| 25 | New Postion (Limited Term Employment) LTE         | Welding Instructor   | New Hire - Edward Anderson   | 12/15/2014     | BS \$40,368-\$68,225 MS \$44,159-\$74,437   |
| 26 | New Position                                      | Administrative Asst. Part Time Business Management & General Studies | Decision to defer hire at this time and to temporarily use internal resources. |                | Grade 4 Hourly \$16.09 - \$20.78  |
| 27 | Replacement - Betsy Ralph Tollefson (Resignation) | Executive Director of the Foundation                                 | New Hire - Dennis Cooley   | 2/2/2015       | Grade 6, Salaried Professional \$59,4604 - \$80,641 ( Foundation                                    |
| 28 | Replacement - Kellie Knox (Retirement)            | Math/Science Instructor  | New Hire - Amanda Vissers  | Spring 2015    | BS \$40,368-\$68,225 MS \$44,159-\$74,437   |
| 29 | Replacement - Samantha Redman (Transfer)          | Financial Aid Accounting/Bursar                                      | New-Hire - Margaret Chubb  | 1/26/2015      | Grade 4 Hourly \$16.09 - \$20.78  |
| 30 | New Position                                      | Adult Career Pathway Coordinator                                     | New Hire - Kim Maier   | 2/27/2015      | Grant Funded the first year, then District Funded Grade 7 Salaried Professional \$52,190 - \$70,611 |

### Position Tracking 2014/2015 Fiscal Year

|    | Name  | Title  | Status and/or Additional Info                       | Effective Date | Funding Source &/or Estimated Wage Range            |
|----|---|--|---|----------------|---|
| 31 | New Positions (3)                             | Part Time (Limited Term Employment) Health Information Technology Virtual Tutors | New Hires - Cara Jones, Lisa Foust, Kandi Gillitzer | 3/1/2015       | Grant Funded, Grade 6<br>Hourly \$21.05 - \$27.14   |
| 32 | Replacement - Laura Bodenbender (Resignation) | Director of Human Resources  | New Hire - Krista Weber                             | 2/23/2015      | Grade 4, Salaried Professional \$74,431 - \$100,700 |
| 33 | Replacement - JoAnn Peterson (Resignation)    | Farm Business Production Management Instructor                                   | Offer pending                                       | Spring 2015    | BS \$40,368-\$68,225 MS \$44,159-\$74,437           |
| 34 | Replacement - Bill O'Herrin (Retirement)      | Electrical Power & Distribution Instructor                                       | Posted external/internal - closes 4/3/2015          | Summer 2015    | BS \$40,368-\$68,225 MS \$44,159-\$74,437           |
| 35 | Replacement - Chase Varvil                    | Electrical Power & Distribution Lab Assistant-PT LTE                             | Posted external/internal - closes 4/15/2015         | Fall 2015      | Grade 5 Hourly \$17.40 - \$22.42                    |
| 36 | Replacement - Mindy Johnson (Resignation)     | Career Services Manager  | Posted internally - closes 3/31/2015                | Spring 2015    | Grade 7, Salaried Professional \$52,190 - \$70,611  |
| 37 | Replacement - Brian Reuter (Resignation)      | Evening Custodian  | Posted external/internal - closes 4/3/2015          | Spring 2015    | Grade 1, Hourly \$12.07 - \$15.59                   |

### Position Tracking 2014/2015 Fiscal Year

|    | Name                                    | Title  | Status and/or Additional Info      | Effective Date | Funding Source &/or Estimated Wage Range  |
|----|---|--|------------------------------------|----------------|---|
| 38 | Replacement - Mary Hudson (Resignation) | Instrumental & Controls Technology/Electro-Mechanical Instructor | Posting/Advertising being prepared | Fall 2015      | BS \$40,368-\$68,225 MS \$44,159-\$74,437 |
| 39 | New Position                            | Electro-Mechanical Technology Instructor                         | Posting/Advertising being prepared | Fall 2015      | BS \$40,368-\$68,225 MS \$44,159-\$74,437 |
| 40 | New Position                            | Midwife Clinical Coordinator                                     | Posting/Advertising being prepared | Spring 2015    | Grade 4, Hourly \$16.09 - \$20.78         |

Updated 3/20/2015

## **Information and Correspondence**

### **A. Enrollment Report**

The 2014-15 Comparison FTE and the 2015-16 Application Reports are available below.



### **2013-2014 and 2014-2015 FTE Comparison**

| Program Type | Program Title                         | 03-17-14 Students | 03-16-15 Students | Student Change | 03-17-14 FTE | 03-16-15 FTE | FTE Change |
|--------------|---------------------------------------|-------------------|-------------------|----------------|--------------|--------------|------------|
| 10           | Accounting                            | 38                | 24                | (14)           | 27.56        | 19.36        | (8.20)     |
| 10           | Administrative Professional           | 14                | 13                | (1)            | 12.67        | 10.10        | (2.57)     |
| 10           | Agri-Business/Science Technology      | 44                | 66                | 22             | 41.77        | 62.70        | 20.93      |
| 10           | Business Management                   | 107               | 85                | (22)           | 76.99        | 56.23        | (20.77)    |
| 10           | Cancer Information Management-New     | -                 | 9                 | 9              | -            | 4.67         | 4.67       |
| 10           | Criminal Justice - Law Enforcement    | 60                | 64                | 4              | 54.33        | 46.83        | (7.50)     |
| 10           | Culinary Arts                         | 11                | 21                | 10             | 7.84         | 16.94        | 9.10       |
| 10           | Culinary Management                   | 8                 | 10                | 2              | 6.60         | 8.50         | 1.90       |
| 10           | Direct Entry Midwife                  | 26                | 35                | 9              | 14.60        | 14.70        | 0.10       |
| 10           | Early Childhood Education             | 53                | 41                | (12)           | 37.63        | 29.40        | (8.23)     |
| 10           | Electromechanical Technology          | 58                | 60                | 2              | 56.16        | 51.20        | (4.97)     |
| 10           | Engineering Technologist-Suspended    | 23                | 10                | (13)           | 21.83        | 8.73         | (13.10)    |
| 10           | Golf Course Management                | 35                | 30                | (5)            | 30.97        | 26.10        | (4.87)     |
| 10           | Graphic And Web Design                | 35                | 36                | 1              | 30.43        | 27.30        | (3.13)     |
| 10           | Health Information Technology-New     | -                 | 36                | 36             | -            | 17.80        | 17.80      |
| 10           | Human Services Associate              | 65                | 44                | (21)           | 38.90        | 33.90        | (5.00)     |
| 10           | Individualized Technical Studies      | 6                 | 5                 | (1)            | 5.53         | 2.97         | (2.57)     |
| 10           | IT-Computer Support Specialist        | 2                 | 1                 | (1)            | 0.63         | 0.20         | (0.43)     |
| 10           | IT-Network Communications Specialist  | 31                | 33                | 2              | 23.73        | 22.67        | (1.07)     |
| 10           | IT-Web & Software Developer-Suspended | 23                | 11                | (12)           | 17.37        | 7.23         | (10.13)    |
| 10           | Marketing-Suspended                   | 11                | -                 | (11)           | 7.33         | -            | (7.33)     |
| 10           | Medical Laboratory Technician         | 15                | 17                | 2              | 11.33        | 14.97        | 3.63       |
| 10           | Nursing - Associate Degree            | 262               | 283               | 21             | 126.68       | 142.04       | 15.36      |

| Program Type | Program Title  | 03-17-14 Students | 03-16-15 Students | Student Change | 03-17-14 FTE  | 03-16-15 FTE  | FTE Change    |
|--------------|--|-------------------|-------------------|----------------|---------------|---------------|---------------|
| 10           | Physical Therapist Assistant                         | 38                | 47                | 9              | 22.33         | 28.17         | 5.83          |
| 10           | Supervisory Management                               | 5                 | 23                | 18             | 1.33          | 10.59         | 9.26          |
| 10           | Supply Chain Management-New                          | -                 | 8                 | 8              | -             | 2.67          | 2.67          |
| 10           | Technical Studies-Journeyworker                      | -                 | 1                 | 1              | -             | 0.20          | 0.20          |
|              | <b>Total Associate Degree</b>                        | <b>970</b>        | <b>1,013</b>      | <b>43</b>      | <b>674.58</b> | <b>666.16</b> | <b>(8.42)</b> |
| 31           | Accounting Assistant                                 | 8                 | 13                | 5              | 4.87          | 8.97          | 4.10          |
| 32           | Agricultural Power & Equipment Technician            | 44                | 41                | (3)            | 42.20         | 40.00         | (2.20)        |
| 31           | Auto Collision Repair & Refinish Technician          | 23                | 21                | (2)            | 15.17         | 13.03         | (2.13)        |
| 32           | Automotive Technician                                | 30                | 30                | -              | 24.30         | 24.97         | 0.67          |
| 31           | Bricklaying & Masonry-PDC Correctional               | 10                | 1                 | (9)            | 8.50          | 0.07          | (8.44)        |
| 30           | Building Maintenance & Construction-PDC Correctional | 1                 | -                 | (1)            | 0.10          | -             | (0.10)        |
| 31           | Building Trades - Carpentry                          | 13                | 21                | 8              | 12.90         | 18.74         | 5.83          |
| 30           | CNC Setup/Operation                                  | 12                | 9                 | (3)            | 8.27          | 4.87          | (3.40)        |
| 31           | Child Care Services                                  | 9                 | 15                | 6              | 7.33          | 10.30         | 2.97          |
| 50           | Electricity (Construction) Apprentice                | 18                | 19                | 1              | 2.85          | 2.57          | (0.28)        |
| 31           | Cosmetology  | 44                | 39                | (5)            | 34.77         | 34.14         | (0.63)        |
| 30           | Criminal Justice-Law Enforcement 520 Academy         | 22                | 15                | (7)            | 11.80         | 7.80          | (4.00)        |
| 31           | Culinary Specialist                                  | 6                 | 6                 | -              | 3.10          | 3.77          | 0.67          |
| 31           | Dairy Herd Management                                | 18                | 18                | -              | 18.27         | 17.37         | (0.90)        |
| 30           | Dental Assistant - Short Term                        | 29                | 27                | (2)            | 15.77         | 14.40         | (1.37)        |
| 31           | Electrical Power Distribution                        | 30                | 26                | (4)            | 25.73         | 23.70         | (2.03)        |
| 31           | Esthetician-Suspended                                | 13                | 1                 | (12)           | 8.90          | 0.53          | (8.37)        |
| 50           | Industrial Electrician Apprentice                    | 16                | 11                | (5)            | 2.47          | 1.47          | (1.00)        |
| 31           | Industrial Mechanic-New                              | -                 | 6                 | 6              | -             | 2.17          | 2.17          |
| 31           | IT-Computer Support Technician                       | 4                 | 14                | 10             | 1.77          | 9.40          | 7.63          |
| 31           | Medical Assistant                                    | 47                | 41                | (6)            | 34.37         | 34.37         | (0.00)        |
| 30           | Medical Coding Specialist                            | 66                | 48                | (18)           | 22.60         | 15.83         | (6.77)        |
| 31           | Medical Transcription-Discontinued                   | 3                 | -                 | (3)            | 1.27          | -             | (1.27)        |
| 30           | Nursing Assistant                                    | 202               | 200               | (2)            | 25.50         | 25.73         | 0.23          |
| 31           | Office Support Specialist                            | 10                | 12                | 2              | 5.90          | 8.77          | 2.87          |
| 50           | Plumbing Apprentice                                  | 13                | 15                | 2              | 2.23          | 2.15          | (0.07)        |
| 31           | Welding  | 46                | 52                | 6              | 40.94         | 44.56         | 3.63          |

| Program Type | Program Title                       | 03-17-14 Students    | 03-16-15 Students   | Student Change        |   | 03-17-14 FTE           | 03-16-15 FTE           | FTE Change            |
|--------------|-------------------------------------|----------------------|---------------------|-----------------------|---|------------------------|------------------------|-----------------------|
|              | <b>Total Technical Diploma</b>      | <b>737</b>           | <b>701</b>          | <b>(36)</b>           |   | <b>381.87</b>          | <b>369.67</b>          | <b>(12.20)</b>        |
|              | Liberal Studies                     | 10                   | 27                  | 17                    |   | 5.87                   | 11.07                  | 5.20                  |
|              | Undeclared Majors                   | <u>2,292</u>         | <u>2,165</u>        | <u>(127)</u>          | - | <u>293.24</u>          | <u>256.11</u>          | <u>(37.13)</u>        |
|              | <b>Total</b>                        | <b><u>4,009</u></b>  | <b><u>3,906</u></b> | <b><u>(103)</u></b>   | - | <b><u>1,355.55</u></b> | <b><u>1,303.01</u></b> | <b><u>(52.55)</u></b> |
|              | <b>Percent of Change</b>            |                      |                     |                       |   |                        |                        | <b>-3.88%</b>         |
|              | Vocational Adult (Aid Codes 42-47)  | 5,395                | 3,993               | (1,402)               |   | 97.28                  | 77.92                  | (19.36)               |
|              | Community Services                  | 212                  | 86                  | (126)                 |   | 0.72                   | 0.22                   | (0.50)                |
|              | Basic Skills (Aid Codes 7x)         | 301                  | 253                 | (48)                  |   | 31.80                  | 22.78                  | (9.02)                |
|              | Basic Skills Remedial(Aid Codes 78) | <u>1,440</u>         | <u>1,200</u>        | <u>(240)</u>          | - | <u>56.09</u>           | <u>55.22</u>           | <u>(0.87)</u>         |
|              | <b>Grand Total</b>                  | <b><u>11,357</u></b> | <b><u>9,438</u></b> | <b><u>(1,919)</u></b> | - | <b><u>1,541.45</u></b> | <b><u>1,459.14</u></b> | <b><u>(82.31)</u></b> |
|              | <b>Total Percent of Change</b>      |                      |                     |                       |   |                        |                        | <b>-5.34%</b>         |

## 2015-16 Application Comparison Report

| <div><div>Southwest</div><div><div><div></div><div>Here. Now.</div></div></div>Tech</div> |     | APPLICATION COMPARISON of 2015-16 vs 2014-15 |           |           |        |       |          |                |       |         |                                   |            |                |           |           |        |       |          |                |       |      |
|---|-----|--|-----------|-----------|--------|-------|----------|----------------|-------|---------|-----------------------------------|------------|----------------|-----------|-----------|--------|-------|----------|----------------|-------|------|
|   |     | 15-16(3/17/15)                               |           |           |        |       |          | 14-15(3/17/14) |       |         |                                   | YOY Change | 15-16(3/17/15) |           |           |        |       |          | 14-15(3/17/14) |       |      |
| Program   | Cap | Accepted                                     | Wait List | Jan Start | Jan WL | Total | Accepted | Wait List      | Total | Program | Cap                               |            | Accepted       | Wait List | Jan Start | Jan WL | Total | Accepted | Wait List      | Total |      |
| Accounting  |     | 6  |           |           |        | 6     | 15       |                | 15    | (9)     | Industrial Mechanic               | 12         | 1              |           | 7         |        | 8     |          |                | 0     | 8    |
| Accounting Assistant  |     | 6  |           |           |        | 6     | 3        |                | 3     | 3       | IT-Computer Support Tech          |            | 4              |           |           |        | 4     | 7        |                | 7     | (3)  |
| Administrative Professional   |     | 8  |           |           |        | 8     | 5        |                | 5     | 3       | IT-Network Communication Spec     |            | 9              |           |           |        | 9     | 5        |                | 5     | 4    |
| Agri-Business/Science Tech  | 36  | 29   |           |           |        | 29    | 24       | 18             | 42    | (13)    | IT-Web&Software (Disc.)           |            |                |           |           |        | 0     | 6        |                | 6     | (6)  |
| Ag Power & Equipment  | 22  | 22   | 15        |           |        | 37    | 22       | 17             | 39    | (2)     | Liberal Arts- Associate of Arts   |            |                |           | 3         |        | 3     | 4        |                | 4     | (1)  |
| Auto Collision Repair&Refinish  | 22  | 8  |           |           |        | 8     | 12       |                | 12    | (4)     | Liberal Arts-Associate of Science |            |                |           |           |        | 0     | 7        |                | 7     | (7)  |
| Automotive Technician   | 22  | 14   |           |           |        | 14    | 17       |                | 17    | (3)     | Marketing (Disc.)                 |            |                |           |           |        | 0     | 4        |                | 4     | (4)  |
| Bricklaying & Masonry (Disc.)   |     |  |           |           |        | 0     | 1        |                | 1     | (1)     | Medical Assistant                 | 32         | 32             | 3         |           |        | 35    | 32       | 20             | 52    | (17) |
| Building Trades- Carpentry  | 20  | 6  |           |           |        | 6     | 11       |                | 11    | (5)     | Medical Coding Specialist         | 23         | 23             | 6         | 5         |        | 34    | 34       | 11             | 45    | (11) |
| Business Management   |     | 6  |           | 12        |        | 18    | 36       |                | 36    | (18)    | Medical Laboratory Technician     | 16         | 7              |           |           |        | 7     | 5        |                | 5     | 2    |
| Cancer Information Management   |     | 5  |           |           |        | 5     |          |                |       | 5       | Nursing-Associate Degree          | 54         | 54             | 71        | 18        |        | 143   | 54       | 72             | 126   | 17   |
| Child Care Services   | 13  | 11   |           |           |        | 11    | 7        |                | 7     | 4       | Nursing-Assoc Degree- Part-time   | 28         | 28             | 15        |           |        | 43    | 28       | 6              | 34    | 9    |
| CNC Setup/Operation   | 15  | 1  |           |           |        | 1     | 2        |                | 2     | (1)     | Office Support Specialist         |            | 5              |           |           |        | 5     | 8        |                | 8     | (3)  |
| Cosmetology   | 24  | 16   |           |           |        | 16    | 13       |                | 13    | 3       | Pharmacy Tech (shared)            |            | 1              |           |           |        | 1     | 1        |                | 1     | 0    |
| Criminal Justice-Law Enforce  | 48  | 23   |           |           |        | 23    | 20       |                | 20    | 3       | Physical Therapist Assistant      | 15         | 15             |           |           | 25     | 40    | 15       | 23             | 38    | 2    |
| Culinary Arts   |     | 4  |           |           |        | 4     | 11       |                | 11    | (7)     | Supervisory Management            |            | 6              |           |           |        | 6     | 5        |                | 5     | 1    |
| Culinary Management   |     | 1  |           |           |        | 1     |          |                | 0     | 1       | Supply Chain Mgt                  |            |                |           | 9         |        | 9     |          |                |       | 9    |
| Culinary Specialist   |     | 3  |           |           |        | 3     | 3        |                | 3     | 0       | Technical Studies-Journeyworker   |            |                |           | 1         |        | 1     |          |                |       | 1    |
| Dairy Herd Management   | 24  | 13   |           |           |        | 13    | 15       |                | 15    | (2)     | Welding                           | 40         | 25             |           | 13        |        | 38    | 42       | 8              | 50    | (12) |
| Dental Assistant  | 18  | 16   |           |           | 1      | 17    | 18       |                | 18    | (1)     | August Totals                     |            | 517            | 122       | 68        | 26     | 733   | 600      | 180            | 780   | (47) |
| Early Childhood Education   | 28  | 20   |           |           |        | 20    | 16       |                | 16    | 4       |                                   |            |                |           |           |        |       |          |                |       |      |
| Electrical Power Distribution   | 24  | 24   | 11        |           |        | 35    | 24       | 5              | 29    | 6       |                                   |            |                |           |           |        |       |          |                |       |      |
| Electro-Mech Tech (Aug start)   | 24  | 5  |           |           |        | 5     | 10       |                | 10    | (5)     |                                   |            |                |           |           |        |       |          |                |       |      |
| Engineering Tech (Discontinued)   |     |  |           |           |        | 0     | 5        |                | 5     | (5)     |                                   |            |                |           |           |        |       |          |                |       |      |
| Esthetician (Discontinued)  |     |  |           |           |        | 0     | 5        |                | 5     | (5)     |                                   |            |                |           |           |        |       |          |                |       |      |
| Golf Course Management  |     | 4  |           |           |        | 4     | 9        |                | 9     | (5)     | Totals                            |            | 585            | 148       |           |        | 733   | 600      | 180            | 780   | (47) |
| Graphic and Web Design  | 25  | 18   |           |           |        | 18    | 10       |                | 10    | 8       | YOY Change                        |            | (15)           | (32)      |           |        | (47)  |          |                |       |      |
| Health Information Technology   | 22  | 22   | 1         |           |        | 23    |          |                | 0     | 23      |                                   |            |                |           |           |        |       |          |                |       |      |
| Human Services Associate  | 31  | 16   |           |           |        | 16    | 29       |                | 29    | (13)    |                                   |            |                |           |           |        |       |          |                |       |      |

## ***B. Chairperson's Report***

## ***C. College President's Report***

5. WiSys Technology Foundation
6. Experimental Site Initiative
7. GPR Grants
8. Tuition

## ***D. Other Information Items***



## **Establish Board Agenda Items for Next Meeting**

### ***A. Agenda for Regular Board meeting***

1. Tuition Waivers
2. Final Notices of Non-Renewal per Statute 118.22
3. Enterprise Content Management (ECM) & Document Imaging Solution RFP
4. Health Insurance Third Party Administrator RFP

### ***B. Time and Place***

Special Board Meeting – Thursday, April 2, 2015, at 6:00 p.m. in Room 303, College Connection, Southwest Tech Campus

Regular Board Meeting – Thursday, April 23, 2015, at 7:00 p.m. in Rooms 492-493, College Connection, Southwest Tech Campus

### **Adjourn to Closed Session**

- A. Consideration of adjourning to closed session for the purpose of
  - 1. Discussion of Preliminary Notices of Non-Renewal per Wis. Stats. 19.85(1)(c) {Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.}
  - 2. Discussion of Dining Services per Wis. Stats. 19.85(1)(e) {Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.}

### **Reconvene to Open Session**

- A. Action, if necessary, on Closed Session Items

### **Adjournment**