

Southwest Wisconsin Technical College District Board Meeting

Regular Meeting
May 19, 2022

Southwest Tech Campus Conference Room 430 1800 Bronson Boulevard Fennimore, WI 53809

Contents

Anı	notated Agenda	3
Оре	en Meeting	8
A.	Roll Call	8
В.	Reports/Forums/Public Input	8
Adj	ourn to Closed Session	8
A.	Consideration of adjourning to closed session for the purpose of	8
Red	convene to Open Session	8
A.	Action, if necessary, on Closed Session Items	8
Cor	nsent Agenda	9
A.	Approval of Agenda	9
В.	Minutes of the Board Retreat of April 22, 2022, and the Regular Board Meeting of April 25, 20)2212
C.	Financial Reports	19
	1. Purchases Greater than \$2,500	19
	2. Treasurer's Cash Balance	21
	3. Budget Control	22
D.	Contract Revenue	23
E.	Personnel Report	25
F.	ACCT Membership Renewal	26
G.	Southwest WI Workforce Development Board Lease	29
Н.	Division of Vocational Rehabilitation (DVR) Lease	35
I.	Forward Services Corporation Lease	58
J.	Public Safety Complex Hay Lease	64
Oth	ner Items Requiring Board Action	67
A.	RFP: Renewable Energy Plan	67
В.	Darlington Outreach Site Lease	69
C.	2022-23 Out-of-State Tuition Waivers	75
D.	2022-23 Employee Compensation	78
Воа	ard Monitoring of College Effectiveness	79
A.	Foundation Quarterly Report	79
В.	Real Estate Foundation Quarterly Report	84
C.	Board Monitoring Report – Fiscal Sustainability	84
D.	2022-23 Budget	92
E.	2022-23 Board Monitoring Schedule	99
F.	Staffing Update	102
Info	ormation and Correspondence	107
A.	Enrollment Report	107
	1. 2021-22 FTE Comparison YOY Report	107

В.	Chairperson's Report	112
	Executive Board Leadership Ad Hoc Committee Review	112
C.	College President's Report	112
	Review Governance Policies 2.3: Monitoring College Effectiveness and 2.4: I Performance Review	
	2. July Annual Meeting	116
	3. College Happenings	116
D.	Other Information Items	116
Est	tablish Board Agenda Items for Next Meeting	116
A.	Agenda	116
В.	Time and Place	116
Ad	ljourn to Closed Session	117
<u>A.</u>	Consideration of adjourning to closed session for the purpose of	117
<u>B.</u>	Approval of Closed Session Minutes of February 24, April 22 and 25, 2022	117
Re	convene to Open Session	117
<u>A.</u>	Action, if necessary, on Closed Session Items	117
Ad	ljournment	117

Annotated Agenda



BOARD MEETING NOTICE/AGENDA

Thursday, May 19, 2022

6:00 p.m. – Franklin Doctoral Cohort 6:30 p.m. – Dinner 7:00 p.m. – Board Meeting Southwest Tech 1800 Bronson Boulevard Fennimore, WI 53809 Conference Room 430

AMENDED ANNOTATED AGENDA

OPEN MEETING

The following statement will be read: "The May 19, 2022, regular Board 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, posted on the College's website at www.swtc.edu/about/board/meetings, 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. **Discussing personnel 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.}

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 of April 22, 2022, and the Regular Board Meeting of April 25, 2022

Minutes of the April 22 and April 25, 2022, Board Retreat and meeting are included with the electronic Board packet.

C. Financial Reports

- 1. Purchases 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

There were ten contracts totaling \$48,803.78 in April 2022 which are being presented for Board approval. The Contract Revenue Report is included with the electronic Board material.

E. Personnel Items

The Personnel Report includes three employment recommendations being presented for approval. The report is included with the Board material.

F. ACCT Membership Renewal

The 2022-23 Association of Community College Trustees (ACCT) Membership renewal invoice in the amount of \$3,540 is available with the electronic Board material.

G. Southwest WI Workforce Development Board Lease

Included in the electronic Board material is a 18-month lease for Southwest Wisconsin Workforce Development Board to lease 136 square feet of space from the college at the Richland Center outreach site located at 373 West Sixth Street, Richland Center, WI, in the amount of \$328 per month.

H. Division of Vocational Rehabilitation (DVR) Lease

Included in the electronic Board packet is a 24-month renewal lease (8/1/22 – 7/31/24) for DVR to lease 439 square feet of space from the College at the Richland Center Outreach Site located at 373 West Sixth Street, Richland Center, WI, in the amount of \$342.03 per month.

I. Forward Services Corporation Lease

Included in the electronic Board packet is a 24-month lease (7/1/22-6/30/24) for Forward Service Corporation to lease 100 square feet of space from the College at the Richland Center Outreach Site located at 373 West Sixth Street, Richland Center, WI, in the amount of \$328 per month.

J. Public Safety Complex Hay Lease

The college rents out 2.8 acres of hay ground on the southwest corner of County Road F and Highway 18, Fennimore, WI. A five-month (6/1/22 – 11/1/22) lease agreement in the amount of \$512.50 with Winch's Pine Grove Farms, LP, Fennimore, WI, is included in the electronic Board packet.

Recommendation – Approve the Consent Agenda as presented.

OTHER ITEMS REQUIRING BOARD ACTION

A. RFP: Renewable Energy Plan

A public opening of the proposals for the RFP: Renewable Energy Plan was held on February 17, 2022. The winning proposal will assist in preparation of an Integrated Energy Master Plan (IEMP). The IEMP project is fully funded through a grant received from the Public Service Commission of Wisconsin. Five proposals were received and three companies interviewed with the RFP team. Included in the electronic packet is a summary of the RFP.

Recommendation: Award the contract for completion of an Integrated Energy Master Plan for the college to Ameresco, Inc. for a total of \$18,060 and, only if necessary, subsequent ongoing project consultation at the standard hourly rates used for completion of the IEMP.

B. Darlington Outreach Site Lease

Caleb White will present a lease agreement for the Darlington Outreach Site located at 627 Main Street, Darlington, WI. The lease agreement is included with the electronic Board meeting information.

Recommendation: Approve the lease agreement with the City of Darlington to lease 840 square feet of office and educational space located at 627 Main Street, Darlington, WI for \$1220 annually from July 1, 2022, through June 30, 2023.

C. 2022-23 Out-of-State Tuition Waivers

Annually, the College submits to the WTCS State Board for approval a waiver of out-of-state tuition for needy and worthy students. It is a projection of total students and credits. CoraBeth Schmitz, Student Financial Assistance Manager, will provide information on the 2022-23 Out-of-State Tuition Requests. The 2022-23 request and Board Resolution are included with the electronic Board material.

Recommendation: Approve the 2022-23 Out-of-State Tuition request, as presented.

D. 2022-23 Employee Compensation

Krista Weber, Chief Human Resources Officer, and Caleb White will present a proposal for 2022-23 employee compensation. The proposal is included in the electronic Board material.

Recommendation: Approve the 2022-23 employee compensation, as presented.

BOARD MONITORING OF COLLEGE EFFECTIVENESS

A. Foundation Quarterly Report

Kim Schmelz, Director of the Foundation, will present a quarterly Foundation report to the Board highlighting the activities and results of fundraising efforts and other initiatives. The FY22 Third Quarter report is available with the electronic Board material.

B. Real Estate Foundation Quarterly Report

Caleb White will provide an update on the Real Estate Foundation. The Real Estate Foundation Report is available with the electronic Board material.

C. Board Monitoring Report – Fiscal Sustainability

A PowerPoint slide presentation is included in the electronic Board meeting material for the Board Monitoring Report on Fiscal Sustainability. Caleb White will present the information at the Board meeting.

D. 2022-23 Budget Update

Included in the electronic Board material is the overview of the FY2023 Budget Status and the Fund Accounts. Caleb White will present the status of the FY2023 Budget.

E. 2022-23 Board Monitoring Schedule

Included with the electronic Board material is a draft 2022-23 Board Monitoring Schedule. This schedule provides an outline of when key items are brought to the board for approval or monitoring.

F. Staffing Update

Krista Weber, Chief Human Resources Officer, will provide an update on College staffing. A summary is available electronically with all other Board material.

INFORMATION AND CORRESPONDENCE

A. Enrollment Report

- 1. 2021-22 FTE Comparison YOY Report
- 2. 2022-23 FTE Comparison YOY Report

The 2021-22 and 2022-23 Comparison Enrollment Reports are included in the electronic Board material.

B. Chairperson's Report

1. Executive Board Leadership Ad Hoc Committee Review

C. College President's Report

- 1. Review Governance Policies 2.3: Monitoring College Effectiveness and 2.4: President's Performance Review
- 2. July Annual Meeting

3. College Happenings

D. Other Information Items

ESTABLISH BOARD AGENDA ITEMS FOR NEXT MEETING

A. Agenda

- 1. Public Budget Hearing/Approval
- 2. College Culture Monitoring Report
- 3. Final Board Monitoring Schedule

B. Time and Place

Thursday, June 23, 2022 – 6:30 p.m. Public Budget Hearing followed immediately by the Board meeting on Southwest Tech's campus, Conference Room 430.

ADJOURN TO CLOSED SESSION

- A. Consideration of adjourning to closed session for the purpose of
 - 1. **Discussing personnel 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.}
- B. Approval of Closed Session Minutes of February 24, April 22 and 25, 2022

RECONVENE TO OPEN SESSION

A. Action, if necessary, on Closed Session Items

ADJOURNMENT

Open Meeting

The following statement will be read: "The May 19, 2022, regular Board 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, posted on the College's website at www.swtc.edu/about/board/meetings, 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. Discussing personnel 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.}

Reconvene to Open Session

A. Action, if necessary, on Closed Session Items

Consent Agenda

A. Approval of Agenda



BOARD MEETING NOTICE/AGENDA

Thursday, May 19, 2022

6:00 p.m. – Franklin Doctoral Cohort
6:30 p.m. – Dinner
7:00 p.m. – Board Meeting
Southwest Tech
1800 Bronson Boulevard
Fennimore, WI 53809
Conference Room 430

AMENDED AGENDA

OPEN MEETING

The following statement will be read: "The May 19, 2022, regular Board 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, posted on the College's website at www.swtc.edu/about/board/meetings, 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. Discussing personnel 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.}

RECONVENE TO OPEN SESSION

A. Action, if necessary, on Closed Session Items

CONSENT AGENDA

- A. Approval of Agenda
- B. Minutes of the Board Retreat of April 22, 2022, and the Regular Board Meeting of April 25, 2022

- C. Financial Reports
 - 1. Purchases Greater than \$2,500
 - 2. Treasurer's Cash Balance
 - 3. Budget Control
- D. Contract Revenue
- E. Personnel Items
- F. ACCT Membership Renewal
- G. Southwest WI Workforce Development Board Lease
- H. Division of Vocational Rehabilitation (DVR) Lease
- I. Forward Services Corporation Lease
- K. Public Safety Complex Hay Lease

OTHER ITEMS REQUIRING BOARD ACTION

- A. RFP: Renewable Energy Plan
- B. Darlington Outreach Site Lease
- C. 2022-23 Out-of-State Tuition Waivers
- D. 2022-23 Employee Compensation

BOARD MONITORING OF COLLEGE EFFECTIVENESS

- A. Foundation Quarterly Report
- B. Real Estate Foundation Quarterly Report
- C. Board Monitoring Report Fiscal Sustainability
- D. 2022-23 Budget Update
- E. 2022-23 Board Monitoring Schedule
- F. Staffing Update

INFORMATION AND CORRESPONDENCE

- A. Enrollment Report
 - 1. 2020-21 FTE Comparison YOY Report
 - 2. 2021-22 FTE Comparison YOY Report
- B. Chairperson's Report
 - 1. Executive Board Leadership Review
- C. College President's Report
 - 1. Review Governance Policies 2.3: Monitoring College Effectiveness and 2.4: President's Performance Review
 - 2. July Annual Meeting
 - 3. College Happenings
- 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. Discussing personnel 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.}

B. Approval of Closed Session Minutes of February 24, April 22 and 25, 2022

RECONVENE TO OPEN SESSION

A. Action, if necessary, on Closed Session Items

ADJOURNMENT

{If you need an accommodation to attend, call 608-822-2632 (TDD: 608-822-2072) or email <u>disabilityservices@swtc.edu</u>.}

APRIL 22, 2022

B. Minutes of the Board Retreat of April 22, 2022, and the Regular Board Meeting of April 25, 2022

MINUTES OF THE BOARD RETREAT OF THE

BOARD OF DIRECTORS OF SOUTHWEST WISCONSIN TECHNICAL COLLEGE

The Board of Southwest Wisconsin Technical College met in open session of the Board Retreat commencing at 1:04 p.m. on April 22, 2022, in Conference Room 430 on the District Campus located at 1800 Bronson Boulevard in the City of Fennimore, Grant County, Wisconsin. The following members were present:

David Blume (arrived at 3:25 p.m.), Charles Bolstad, Kent Enright, Chris Prange, Donald Tuescher, Jane Wonderling

Absent: Tracy Fillback, Jeanne Jordie, Crystal Wallin

Others present for all or a portion of the meeting included Jason Wood and College Staff: Heath Ahnen, Karen Campbell, Dennis Cooley, Derek Dachelet, Katie Garrity, Katie Glass, Mandy Henkel, Dan Imhoff, Cynde Larsen, Kim Maier, Krista Weber, Caleb White.

Chairperson Tuescher 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 MEETING NOTICE/AGENDA

Friday, April 22, 2022

12:00 p.m. – Board Meeting Southwest Tech 1800 Bronson Boulevard Fennimore, WI 53809 Conference Room 430

AGENDA

OPEN MEETING

The following statement will be read: "The April 22, 2022, Board Retreat 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, posted on the College's website at www.swtc.edu/about/board/meetings, 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

BOARD MONITORING OF COLLEGE EFFECTIVENESS

A. Lunch and Recognition of Project RISE Team Members

ADJOURN TO CLOSED SESSION

- A. Consideration of adjourning to closed session for the purpose of
 - 1. Discussing personnel 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.}

RECONVENE TO OPEN SESSION

A. Action, if necessary, on Closed Session Items

INFORMATION AND CORRESPONDENCE

A. District Recommendations for District Boards Association Officer Positions

BOARD MONITORING OF COLLEGE EFFECTIVENESS

- A. Board Development
- B. Accreditation Update
- C. 2022-23 Budget Development

OTHER ITEMS REQUIRING BOARD ACTION

A. Board Resolution Recognizing COVID Operations and Response Teams

BOARD MONITORING OF COLLEGE EFFECTIVENESS

A. Dinner and Recognition of COVID Operations and Response Teams

ADJOURN TO CLOSED SESSION

- A. Consideration of adjourning to closed session for the purpose of
 - 1. Discussing personnel 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.}

RECONVENE TO OPEN SESSION

A. Action, if necessary, on Closed Session Items

ADJOURNMENT

{Facilities at Southwest Tech are handicap accessible. For all accommodations, call 608-822-2632 or e-mail disabilityservices@swtc.edu.}

Prior to the start of the actual meeting, Project RISE Team Members had lunch with the Board. Dr. Jason Wood acknowledged the progress of the Project RISE team and outlined the process moving forward.

Mr. Prange moved to adjourn to Closed Session to discuss personnel per Wis. Stats. 19.85(1)(c). Mr. Bolstad seconded the motion. Upon a roll call vote with all members voting affirmatively, the motion carried and the meeting adjourned to closed session at 1:06 p.m. The meeting reconvened to open session at 2:05 p.m. No action was brought forth from Closed Session.

Dennis Cooley, Charger Leadership Director, facilitated a training on Everything DiSC Workplace and board development. Accreditation Core Team Members Mandy Henkel, Katie Garrity, Derek Dachelet, and Karen Campbell led a discussion on accreditation. Mr. Enright made a motion to nominate Charles Bolstad to the Vice President position of the Wisconsin Technical College District Boards Association. Ms. Wonderling seconded the motion; motion unanimously carried.

President Wood and Caleb White, Vice President for Administrative Services, reviewed scenarios on compensation, one-time investments for long-term savings, and priorities for the 2022-23 Budget development. The budget development is currently at a \$1.5 million deficit. The Board asked for a report on fund balances over the last seven years with trends and to delineate between one-time funds and ongoing expenses.

Chairperson Tuescher read a Board resolution honoring the COVID-19 Operations and Response Teams for their integrity, accountability, and continuous improvement in fulfilling their duties while at the same time completing their regularly assigned duties while serving on the response teams. Employees recognized included Heath Ahnen, Holly Clendenen, Derek Dachelet, Heather Fifrick, Katie Garrity, Katie Glass, Janet Giese, Connie Haberkorn, Robin Hamel, Dan Imhoff, Brian Kitelinger, Cynde Larsen, Kim Maier, Nicole Nelson, Gin Reynolds, Dan Wackershauser, Krista Weber, Caleb White, and Kris Wubben. Mr. Blume moved to approve the Board Resolution recognizing the COVID -19 Operations and Response Teams. Ms. Wonderling seconded the motion; motion unanimously carried.

The Board recessed for dinner with the COVID Operations and Response Teams at 5:52 p.m. The Board meeting reconvened at 7:02 p.m. Mr. Prange moved to adjourn to Closed Session to discuss personnel per Wis. Stats. 19.85(1)(c). Mr. Bolstad seconded the motion. Upon a roll call vote with all members voting affirmatively, the motion carried and the meeting adjourned to closed session at 7:02 p.m.

The meeting reconvened to open session at 7:46 p.m. With no further business to come before the Board, Mr. Bolstad moved to adjourn the meeting with Mr. Enright seconding the motion. The motion carried and the meeting adjourned at 7:47 p.m.

Crystal Wallin, Secretary	



MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF SOUTHWEST WISCONSIN TECHNICAL COLLEGE APRIL 25, 2022

The Board of Southwest Wisconsin Technical College met in open session of the regular Board meeting commencing at 5:05 p.m. on April 25, 2022, in Conference Room 430 on the District Campus located at 1800 Bronson Boulevard in the City of Fennimore, Grant County, Wisconsin. The following members were present:

David Blume, Charles Bolstad, Kent Enright, Tracy Fillback, Chris Prange, Donald Tuescher, Crystal Wallin, Jane Wonderling (left at 6:02 p.m.)

Absent: Jeanne Jordie

Others present for all or a portion of the meeting included Jason Wood and College Staff: Heath Ahnen, Karen Campbell, Holly Clendenen, Derek Dachelet, Katie Garrity, Katie Glass, Kim Maier, CoraBeth Schmitz, Krista Weber, and Caleb White.

Chairperson Tuescher 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 MEETING NOTICE/AGENDA

Monday, April 25, 2022

5:00 – Board Meeting Southwest Tech 1800 Bronson Boulevard Fennimore, WI 53809 Conference Room 430

AGENDA

OPEN MEETING

The following statement will be read: "The April 25, 2022, regular Board 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, posted on the College's website at www.swtc.edu/about/board/meetings, 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

BOARD MONITORING OF COLLEGE EFFECTIVENESS

A. Board Members meet with Higher Learning Commission Review Team

6:00 p.m. – Dinner

(The Board will meet for dinner for social purposes and no college business will be discussed.)

CONSENT AGENDA

- A. Approval of Agenda
- B. Minutes of the Regular Meeting of March 24, 2022
- C. Financial Reports
 - 1. Purchases Greater than \$2,500
 - 2. Treasurer's Cash Balance
 - 3. Budget Control
- D. Contract Revenue
- E. Personnel Items

BOARD MONITORING OF COLLEGE EFFECTIVENESS

- A. Strategic Directions: Priority Projects
- B. 2022-23 Budget Update
- C. Staffing Update

INFORMATION AND CORRESPONDENCE

- A. Enrollment Report
 - 1. 2021-22 FTE Comparison YOY Report
 - 2. 2022-23 FTE Comparison YOY Report
- B. Chairperson's Report
- C. College President's Report
 - 1. Review Governance Policies 2.1: President's Responsibilities and 2.2: Delegation to the President
 - 2. 2022-23 Out-of-State Tuition Waivers
 - 3. RFP for Renewable Energy
 - 4. College Happenings
- 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
 - 2. Discussing personnel 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.}

B. Approval of Closed Session Minutes from February 22, 2022

RECONVENE TO OPEN SESSION

A. Action, if necessary, on Closed Session Items

ADJOURNMENT

{Facilities at Southwest Tech are handicap accessible. For all accommodations, call 608-822-2632 or e-mail <u>disabilityservices@swtc.edu</u>.}

Board Members met with the Higher Learning Commission Review Team as part of the Higher Learning Commission Comprehensive Quality Review. The Board recessed for dinner for social purposes and no college business was discussed. The Board reconvened at 6:34 p.m.

After a review of the Consent Agenda, including the April 25, 2022, agenda; March 24, 2022, Board meeting minutes; financial reports; 13 contracts totaling \$176,380.90 in March 2022; two employment recommendations for Logan Prochaska – Driver Education Coordinator and Tyler Platz – Data Analyst; and one resignation from Stephen Goss – Instrumental/Controls Technician Instructor, Mr. Bolstad moved to approve the Consent Agenda, as presented, with Mr. Enright seconding the motion. The motion carried.

The Strategic Directions/Priority Projects 2022-2025 document was shared with the Board at the April 22, 2022, Board retreat. No questions or concerns were brought forth.

The Board had received an update on the 2022-23 budget status at the April 22, 2022, Board retreat and had no further questions.

A College staffing report was presented by Krista Weber, Chief Human Resources Officer. Ms. Weber noted the Mental Health Counselor position has been offered, but not accepted and the Institutional Research Analyst, MLT Instructor/Program Director, and the 50% MLT Instructor positions have been posted.

The Board reviewed the enrollment reports. Caleb White provided an update noting the FY21-22 FTE count is trending flat compared to last year at the same time. The FY22-23 FTE count is 8% higher this year as compared to last year at the same time.

Chairperson Tuescher, on behalf of the board of directors, thanked all faculty and staff for their work on the Assurance Review for accreditation.

Under the College President's Report, the Board reviewed Governance Policies 2.1: President's Responsibilities and 2.2: Delegation to the President with no noted changes needed. Dr. Wood explained that in the past the College has requested out-of-state

tuition waivers for needy and worthy students, which has been increasing. Administration will do an evaluation of the out-of-state tuition waivers and bring an update back to the board. There were delays in finalizing the recommendation for the RFP for Renewable Energy. The RFP will be brought to the Board in May.

Board Chairperson Don Tuescher appointed Chris Prange to vote in the elections on behalf of the Southwest Wisconsin Technical College District Board at the upcoming District Boards Association officer elections.

Ms. Fillback moved to adjourn to Closed Session to discuss personnel per Wisconsin Statutes 19.85(1)(c). Mr. Enright seconded the motion. Upon a roll call vote with all members voting affirmatively, the motion carried and the meeting adjourned to closed session at 7:07 p.m.

The meeting reconvened to open session at 7:58 p.m. With no further business to come before the Board, Mr. Prange moved to adjourn the meeting with Mr. Bolstad seconding the motion. The motion carried and the meeting adjourned at 7:59 p.m.

Crystal Wallin, Secretary

C. Financial Reports

1. Purchases Greater than \$2,500

SOUTHWEST WISCONSIN TECHNICAL COLLEGE PURCHASES GREATER THAN \$2,500 FOR THE PERIOD 4/01/2022 - 4/30/2022

Expenditure					
Vendor	Invoice #	Description	Amount		
Badger Welding	3706635	BID# 2122-03	182,691.90		
IRS	SWTC-140004151	Staff PP 2022-08 04132022 8559	113,612.65		
IRS	4.1.22 PR IRS	4.1.22 PAYROLL	57,364.08		
IRS	4/1/22 PR IRS2	4.1.22 PAYROLL	39,250.97		
Fennimore Utilities	4/1/22	UTILTIY BILLS	21,982.01		
WI DOR- PR	SWTC-140004160	Staff PP 2022-08 04132022 8559	19,269.70		
WI DOR- PR	4/1/22 PR DOR	4.1.22 PAYROLL	18,640.48		
Healthequity	SWTC-140004162	Staff PP 2022-09 04272022 10096	17,644.51		
IRS	4.1.22 PAYROLL IRS	4.1.22 PAYROLL	13,415.90		
Quarles	6471044	GEN OB PROMISSORY NOTES	11,000.00		
Constellation	3448351	UTILTIES	9,363.69		
HBS	509501-H	POLYCOM VIDEO SYSTEM	9,164.43		
PCARD - Chair	K Campbell 4.12 pcar	WLDI 2022-23 Part 1 (Mandy Henkel, Demi Vetesnik, Amy Seeboth-Wilson)	8,400.00		
Woodward Printing	8046011	MOTORIST HANDBOOKS	7,526.69		
Garys Auto	2016 HYNDAI SONATA	5NPE24AF1GH388248	6,500.00		
WE	4107061384	UTILTIES	5,336.88		
Rave	INV-42860	SUBSCRIPTION 6/1/22-5/31/23	5,112.11		
Garys Auto	2017 Chevy Cruze	1G1BE5SM4H7113646	4,500.00		
Landmark	4/7/22	DEI LEARNING	4,485.00		
HSR	21051-6	300/400 CONF ROOM	4,441.12		
Viking Electric	S005509593.004	LED HIGH BAY	4,130.00		
Jostens	28408745	CAP & GOWNS	3,505.20		
US Omni	4/1/22 PR	4.1.22 PAYROLL	3,471.30		
WTA Properties	MAY '22 RENT	RENT	3,400.00		
US Omni	SWTC-140004165	Staff PP 2022-09 04272022 10096	3,271.69		
SWTC Foundation	SWTC-140004164	Staff PP 2022-09 04272022 10096	3,054.76		
US Omni	SWTC-140004158	Staff PP 2022-08 04132022 8559	2,947.67		
SWTC Foundation	SWTC-140004156	Staff PP 2022-08 04132022 8559	2,819.76		

SWTC Foundation	4/1/22 PR DED	4.1.22 PAYROLL	2,794.76
Ford	4/11/22 COOLER	COOLER REPAIR	2,666.00
3290284	2003403	Student Refund	2,524.36
LaCoona	162	EVERYTHING DISC	2,520.00
3285526	2003401	Student Refund	2,500.00
3288984	2003402	Student Refund	2,500.00

Total Invoices \$601,807.62

		Bank Withdrawals	
Vendor	Transaction Date	Audit Trail	Amount
RW Baird - Debt issuance costs	4/14/2022	GNJL002925	11,800.00
Delta Dental WI ASO Pymt	4/6/2022	GNJL002804	7,869.56
Delta Dental WI ASO Pymt	4/27/2022	GNJL003034	6,945.45
Delta Dental WI ASO Pymt	4/13/2022	GNJL002834	4,375.43
Delta Dental WI ASO Pymt	4/20/2022	GNJL002938	3,547.60
WAGEWORKS FSA RECEIVABLE INV3625685	4/7/2022	GNJL002814	2,773.03

Total Bank Withdrawals \$37,311.07

	Payroll	
04/01/2022 Payroll	4/1/2022	358,068.32
04/15/2022 Payroll	4/15/2022	371,467.11
04/29/2022 Payroll	4/29/2022	381,376.37

Total Payroll ___\$1,110,911.80

Total Purchases >= \$2,500 \$1,750,030.49

2. Treasurer's Cash Balance

	isconsin Technical Co		
Report of Treas	urers Cash Balance 4	/30/2022	
Receipts			
Fund			
1 General	226,168.00		
2 Special Revenue	-		
3 Capital Projects	3,939,010.00		
4 Debt Service	-		
5 Enterprise	68,264.00		
6 Internal Service	328,636.00		
7 Financial Aid/Activities	2,149,309.00		
Total Receipts		6,711,387.00	
Expenses			
Fund			
1 General	2,177,031.00		
2 Special Revenue			
3 Capital Projects	254,950.00		
4 Debt Service	23,275.00		
5 Enterprise	72,320.00		
6 Internal Service	38,219.00		
7 Financial Aid/Activities	87,233.00		
Total Expenses		2,653,028.00	
Net cash change - month			4,058,359.00
EOM Cash Balances			
-Midwest One Operating 0356	-		
-Midwest One Investment 1324	24,624,227.99		
-Cash on Hand	2,940.00		
-Local Government Investment Pool	1,233,646.88		
Ending Cash/Investment Balance		25,860,814.87	

3. Budget Control

	South	west Wisconsin Te	chnical Colleg	e				
		YTD Summary for I						
For 10 Months ended April 2022								
	2021-22	2021-22	2021-22	2020-21	2019-20	2018-19	2017-18	
	<u>Budget</u>	YTD Actual	<u>Percent</u>	<u>Percent</u>	Percent	Percent	Percent	
General Fund Revenue	25,822,200.00	20,727,880.26	80.27	89.74	85.24	84.48	87.47	
General Fund Expenditures	26,558,800.00	19,130,620.16	72.03	80.38	73.17	74.68	74.04	
Capital Projects Fund Revenue	4,335,000.00	4,276,735.42	98.66	100.48	100.19	99.54	104.67	
Capital Projects Fund Expenditures	4,352,500.00	1,677,439.37	38.54	53.13	42.29	51.54	47.72	
Debt Service Fund Revenue	6,090,500.00	4,505,177.06	73.97	68.43	63.38	66.29	67.49	
Debt Service Fund Expenditures	7,080,000.00	1,180,750.00	16.68	18.30	8.30	11.14	12.27	
Enterprise Fund Revenue	1,621,500.00	1,828,006.56	112.74	84.37	75.36	70.66	66.46	
Enterprise Fund Expenditure	1,541,300.00	2,075,729.60	134.67	73.65	80.05	67.43	65.12	
Internal Service Fund Revenue	4,425,000.00	3,306,140.52	74.72	73.98	69.57	73.05	77.83	
Internal Service Fund Expenditures	4,435,000.00	3,150,306.82	71.03	78.19	73.26	76.16	79.17	
Trust & Agency Fund Revenue	9,800,000.00	7,783,310.64	79.42	62.58	65.64	69.43	80.31	
Trust & Agency Fund Expenditures	9,800,000.00	7,319,016.51	74.68	70.90	72.10	74.42	79.94	
Grand Total Revenue	52,094,200.00	42,427,250.46	81.44	81.75	78.83	79.45	82.85	
Grand Total Expenditures	53,767,600.00	34,533,862.46	64.23	66.99	62.47	65.30	66.22	

D. Contract Revenue

There were ten contracts totaling \$48,803.78 in April 2022 being presented for Board approval. The Contract Revenue Report is included below.

Page 24

Contract Holder	Contract #	Service Provided
Dodgeville Area Ambulance	03-2022-0092-1-42	EMS Continuing Education
USA Clay Target Leauge	03-2022-0113-T-42	League Director Duties - March
Crossing Rivers Health	03-2022-0120 41	Leadership Academy 28 Hr (Final Billing)
Crossing Rivers Health	03-2022-0120-1-41	Leadership Academy 40 Hr (Final Billing)
Nu-Pak	03-2022-0121-1-41	Leadership Academy-28 Hour
lowa Co Emergency Management	03 2022 0122 1 21	Missing Person Training
Grant Co Emergency Management	03-2022-0123-1-21	HazMat Refresher Training 2 Hi
Grant Co Emergency Management	03-2022-0123-1-21	HazMat Refresher Training 8 Hr
WI FFA Foundation	03-2022-0126 T-42	Development/Fundraising
Muscoda EMS	03-2022-0133-T-42	Emt Refresher Participant Agreement
Prairie du Chien School District	03-2022-0139-1-11	Community Policing in a Diverse Society
HyPro Incorporated	03-2022-0143-1-41	Mental Health First Aid
Saputo Dairy USA	03-2022-0145-1-41	Heartsaver CPR/AED First Aid
CESA 1	03-2022-0151-T-41	Youth Leadership

Southwest Wisconsin Technical College

2021-2022 CONTRACTS 4/1/2022 to 4/30/2022

Contact	Number Served		Price	Exchange of Services (Instructional Fees Waived)	On-Campus	Off-Campus	Waiver
Ken Bartz	39	5	5,100.00	No		×	
Caleb White		Ş	1,864.88	No		×	
Dennis Cooley	31	5	6,000.00	No		×	
Dennis Cooley	6	5	6,000.00	No		×	
Dennis Cooley	25	5	5,312.50	No		×	
Ken Bartz	18	5	207.90	Yes		×	
Karl Sandry	88	\$	1,600.00	No		×	
Karl Sandry	15	\$	700.00	No		X	
Dennis Cooley		ş	5,000.00	No		×	
Ken Bartz	1	\$	158,50	No		×	
Kim Maier	16	\$	9,975.00	No		×	
Dennis Cooley	12	\$	₹,085.00	No		×	
Ken Bartz	16	Ś	1,800,00	No		×	
Dennis Cooley		5	3,000,00	No		×	

TOTAL of all Contracts	267	\$	48,803.78
Exchange of Services	18	5	207.90
For Pay Service	249	\$	48,595.88

E. Personnel Report

Three employment recommendations are being presented for approval in the Personnel Report. The Personnel Report follows:

PERSONNEL REPORT May 19, 2022

Employment: NEW HIRES

Name:	Holly Knapp
Title:	Mental Health Counselor
Number of Applicants & Interviewees:	7 applicants/3 interviews
Start Date:	5/9/2022
Salary/Wages:	\$75,000
Classification:	Full-Time
Education and/or Experience:	Master's in Community Counseling, Bachelor's in Psychology with 10 years of counseling and
	supervisory experience

Name:	Karen Farner
Title:	Medical Lab Tech Program Director/Instructor
Number of Applicants & Interviewees:	3 applicants/3 interviews
Start Date:	6/13/2022
Salary/Wages:	\$66,000
Classification:	Full-Time
Education and/or Experience:	Master's in Biology from Seton Hall University and Associate's in Medical Technology with 30 years of lab experience and 3 years of MLT instructor experience

Name:	Carly Livingston
Title:	Women's Golf Coach
Number of Applicants & Interviewees:	1 applicants/1 interview
Start Date:	5/16/2022
Salary/Wages:	\$6,000 stipend
Classification:	Part-time
Education and/or Experience:	Pursuing Bachelor's in Human Resources.
	High school golf team captain and 4 years
	experience working with PGA golf pro

PROMOTIONS / TRANSFERS

None

RETIREMENTS / RESIGNATIONS

F. ACCT Membership Renewal

The 2022-23 Association of Community College Trustees (ACCT) Membership renewal invoice in the amount of \$3,540 is available below.



The Voice of Community College Leaders

May 1, 2022

Jason Wood President Southwest Wisconsin Technical College 1800 Bronson Boulevard Fennimore WI 53809

Dear Jason Wood,

On behalf of the ACCT Board of Directors, we want to express our deep appreciation for the continuing support you and your board have given to the Association of Community College Trustees. **ACCT is driven by our commitment to meeting the needs of our members.** That's why the association has determined not to increase member dues in the coming fiscal year despite increasing costs and accelerating inflation. We are committed to returning your investment with the best services we can provide to your board and institution. Please view the enclosed <u>ACCT State of the Association report,</u> which highlights what we were able to accomplish in cooperation with and on behalf of your college during our last fiscal year.

Despite tremendous disruptions, ACCT has carried on providing education and guidance on community college governance best practices. We have also resumed in-person conferences to connect you with thought leaders and your peers from throughout your regions and the nation, hosting successful ACCT Leadership Congress, Community College National Legislative Summit and Governance Leadership Institute events.

Additionally, we have advocated fiercely in Washington for our members' needs. ACCT's advocacy team helped secure major investments in public community colleges and their students, with a \$400 increase in the Pell Grant maximum included in the Consolidated Appropriations Act, 2022 that recently became law. The funding law also included increased investments in the Strengthening Community College Training Grants (SCCTG) and several other federal programs important to our colleges. Other notable wins from the past year include: the Infrastructure Investment and Jobs Act that provided \$65 billion for broadband deployment; additional pandemic relief funding opportunities and flexibilities; the inclusion of short-term Pell Grant authorizing language in the House-passed COMPETES Act and more.

With your continued involvement, ACCT can continue our work as a critical partner to support you when facing tough choices and decisions to support your communities. Whether your board needs governance education, advocacy insights and guidance or assistance with board retreats and self-evaluations, presidential evaluations or other services, we are here for you.

If you have any questions or concerns, or if you need anything from ACCT, please do not hesitate to contact us at membershipupdates@acct.org. Thank you for your support!

Best Regards,

James Cooksey

Chair, ACCT Board of Directors

Jee Hang Lee

President & CEO, ACCT

Association of Community College Trustees P.O. Box 426061, Washington,D.C 20042-6061

Membership Renewal Invoice

Customer#: 0000036350 Southwest Wisconsin Technical College 1800 Bronson Blvd Fennimore, WI 53809-9778		ce# ce Date; pership Expire Dat	95373 05/02/2022 e: 06/30/2022
Membership Dues Renewal Package: District Membership Dues Membership Renewal Period: 7/1/2022 - 6/30/2023			
Description	Price	Amount	
District	\$3,540.00	\$0.00	
ACCT offers three convenient payment options:	Invoice Total:	\$3,540.00	
 Pay Online by credit card at www.acct.org. Click on "Renew Membership". You will need to log in with your email address and password. 			
2. Pay by Phone: Call (202) 775-2406 to make a credit card payment over the phone.			
3. Pay by Mall: Return a copy of your invoice with your payment by mail to ACCT, P.O. Box 98354, Washington, DC 20090-8300			
4. Pay by ACH: Bank: Capital One, ABA: 065000090, Acct # 3746632648			
	Amount Paid: CURRENT DUES:	\$0.00 \$3,540.00	
PLEASE DETACH AND R	EMIT WITH YOUR PAYMENT		
Customer#: 000003635O	Select	Payment Method	
Southwest Wisconsin Technical College 1800 Bronson Blvd Fennimore, WI 53809-9778		Exp) Date/
	Card Holder's Name		
	Card Holder's Signature_		
	Invoice#: 95373 Total Due: \$3,540.00 Amt Paid:		
Remit Payment To:			
Association of Community College Trustees			

P.O. Box 426061,

Washington, D.C 20042-6061

G. Southwest WI Workforce Development Board Lease

Included below is an 18-month lease for Southwest Wisconsin Workforce Development Board to lease 136 square feet of space from the college at the Richland Center outreach site located at 373 West Sixth Street, Richland Center, WI, in the amount of \$328 per month.

LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of this 1st day of July 2022 by and between Southwest Wisconsin Technical College, Lessor, and Southwest Wisconsin Workforce Development Board, Lessee:

1. PREMISES AND TERM.

1.1 <u>Demised Premises.</u> Lessor leases to Lessee the following:

136 square feet of office floor space located at 373 West 6th Street, Richland Center, Wisconsin.

- 1.2 <u>Term.</u> This lease is for a term of eighteen (18) months commencing on July 1, 2022, and ending September 30, 2023.
- 1.3 <u>Termination</u> 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 <u>Renewal.</u> 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 <u>Payments</u>. The Lessee shall yield and pay the sum of Three Hundred and Twenty Eight Dollars (\$328.00) 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 <u>Use.</u> 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 <u>Utilities.</u>

- (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 nay 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 permitees excepted.
- 4.2 <u>Lessee property</u>. 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 <u>Liability insurance</u>. 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 <u>Contents insurance.</u> 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 <u>Title and use warranty</u>. 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 <u>Complete agreement.</u> 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 <u>Paragraph headings</u>. 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 <u>Form of agreement.</u> 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 <u>Construction</u>. 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 <u>Choice of law.</u> 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 <u>Severability.</u> 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 <u>Revision or modification</u> 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 nay 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 <u>Interruption of services</u>. 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.

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, day of June 2022.	the said Lessor has caused these presents to be signed this
	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 June 2022.

BY: Rhonda Suda, Chief Executive Officer

H. Division of Vocational Rehabilitation (DVR) Lease

Included below is a 24-month renewal lease (8/1/22 - 7/31/24) for DVR to lease 439 square feet of space from the College at the Richland Center Outreach Site located at 373 West Sixth Street, Richland Center, WI, in the amount of \$342.03 per month.



STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor Kathy Blumenfeld, Secretary-designee Paula Veltum, Division Administrator

May 5, 2022

Caleb White Southwest Wisconsin Technical College 1800 Bronson Boulevard Fennimore, WI 53809

Re: Sublease Number 445-087 Richland Center - First Renewal

Dear Mr. White,

Please be advised that we are exercising the first 2-year renewal option included in the sublease covering the space occupied by the Department of Workforce Development in the building located at 373 West 6th Street in the City of Richland Center, Wisconsin. This option is to cover the period from August 1, 2022 to July 31, 2024 at the initial monthly rental rate of \$342.03.

Please sign, date and return the original of this letter to my attention as acknowledgment of the foregoing. Keep a copy for your records. Also, fill out the attached Lessor/Tenant Contact List and return with this signed letter. If you have any questions, please contact me by phone at (608) 266-8183 or by e-mail at gary.mohoney@wisconsin.gov.

Sincerely,

Gary Mohoney Real Estate Transaction Manager Lease Administration Bureau of Real Estate Management

day of	, 2022.	
	day of	3,000

GROSS SUBLEASE

THIS SUBLEASE, made and entered into this 3rd day of 0ctober, 2019, by and between, Southwest Wisconsin Technical College, (the "Sublessor"), whose address is 1800 Bronson Boulevard Fennimore, WI 53809 and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Sublessee");

WITNESSETH, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

PREMISES. Sublessor entered into a master lease dated June 1, 2019 with master lease Lessor, WTA Property, LLC. Sublessor hereby subleases to Sublessee and Sublessee subleases from Sublessor the following (the "Premises"):

Approximately 439 square feet of office space Sublessor is leasing in the building located at 373 West 6th Street in the City of Richland Center, Wisconsin, together with all appurtenances and access to common areas (the "Building"), which Premises are further described in Exhibit A – Aerial Photo / Site Plan and Exhibit B - Floor Plan, attached.

- 2. <u>USE OF PREMISES.</u> Except as otherwise authorized in writing by Sublessor, Sublessee shall use the Premises as space for the Department of Workforce Development or such other agency that may be designated by Sublessee (collectively, the "Tenant").
- 3. TERM. The sublease term hereunder shall begin on August 1, 2019 and end on July 31, 2022, provided, however, that if the actual Commencement Date, defined herein as the date upon which this Sublease is fully executed, is not August 1, 2019, the Sublessor and Sublessee shall execute a 'letter of addendum' which shall designate the exact Sublease Term Begin Date, defined herein as the date upon which Sublessee takes possession of the Premises, and the exact Sublease Termination Date, defined herein as three (3) years and zero (0) months from the Sublease Term Begin Date.
- 4. <u>INITIAL TERM RENTAL</u>. The Sublessee shall pay the Sublessor rent for the Premises during the Sublease term at the following rate: The sum of Three Thousand Eight Hundred Sixty-seven And 59/100 Dollars (\$3,867.59), in equal monthly installments of Three Hundred Twenty-two And 30/100 Dollars

(\$322.30). The rental rate for the initial term shall be in accordance with the following schedule. Annual increases of 2% shall apply to Annual Rent.

Initial Lease Term Rental Rate Schedule

Begin Date	End Date	Annual Rent	Monthly Rent
August 1, 2019	July 31, 2020	\$3,867.59	\$322.30
August 1, 2020	July 31, 2021	\$3,944.94	\$328.75
August 1, 2021	July 31, 2022	\$4,023.84	\$335.32

The rent throughout the entire sublease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Sublessor at the address for notices hereinafter set forth.

5. RENEWAL RENTALS. Provided that the Sublessee is not then in default, this Sublease may, at the option of the Sublessee, be renewed for one successive 2-year period from and after August 1, 2022 following the Sublease Term Begin Date, subject to i) the availability of funds for the payment of rentals and ii) the renewal of Sublessor's current master lease with no rent or other cost increases, upon the same terms and conditions herein specified, provided written notice be given to Sublessor at least 60 days before the Sublease would otherwise expire. Lessee shall have the right to terminate this Lease at any time during the renewal term by providing Lessor with a written notice a minimum of 180 days in advance of the desired termination date, but the termination may not be effective any sooner than July 31, 2023. The annual rental rate for the first and then each subsequent year of the renewal term, if exercised, shall be in accordance with the following schedule (Begin Date and End Dates may differ depending on the Sublease Term Begin Date). Annual increases of 2% shall apply to each year of the renewal term if exercised

If Exercised, Renewal Term Rental Rate Schedule

Begin Date	End Date	Annual Rent	Monthly Rent
August 1, 2022	July 31, 2023	\$4,104.32	\$342.03
August 1, 2023	July 31, 2024	\$4,186.40	\$348.87

- 6. <u>ASSIGNMENTS, SUBLETTING.</u> Sublessee shall not assign this Sublease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Sublessee, and the agents, contractors, grantors and grantees, and servants of the Sublessee, without prior written approval of the Sublessor, which shall not be unreasonably withheld.
- 7. COVENANTS OF SUBLESSOR. Sublessor hereby covenants and agrees with Sublessee as follows:
 - a) Sublessor warrants that Sublessee shall have quiet use and enjoyment of the Premises; that Sublessor has complete interest and right in the Premises so as to enable Sublessor to enter into this Sublease; and that the Premises is not encumbered in any way so as to hinder or obstruct Sublessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.
 - b) The Sublessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Sublease.
 - Sublessor shall furnish during the term of this Sublease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference, provided that there is nothing in Sublessor's master lease that prohibits Sublessor from taking such action, in which case Sublessor shall make all commercially reasonable efforts to obtain permission from the lessor under the master lease to take such action. Sublessor shall promptly provide written notice to Sublessee in the event that it is prohibited from taking action pursuant to this subsection as a result of provisions in its master lease.
 - d) Sublessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedule I and Exhibits A and B. Sublessor shall maintain, at Sublessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.
 - In connection with the performance of work under this Sublease, the Sublessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual

orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sublessor further agrees to take affirmative action to ensure equal employment opportunities. The Sublessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Sublessee, setting forth the provisions of the non-discrimination clause.

- f) Pursuant to 2019 Wisconsin Executive Order 1, Sublessor agrees it will hire only on the basis of merit and will not discriminate against any persons performing under a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- Sublessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is fifty thousand dollars (\$50,000) or more per year and the Sublessor employs fifty (50) or more employees. The Sublessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Sublease, to the Department of Administration, Division of Enterprise Operations, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Enterprise Operations and will be forwarded to the Sublessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Sublease being declared "Null and Void," the Sublessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.
- h) The Sublessor as part of this Sublease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Sublessee's occupancy of the Premises such asbestos bearing material is found, and the Sublessor has been notified by the Sublessee that such asbestos bearing material exists, the Sublessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos

bearing material, provided that there is nothing in Sublessor's master lease that prohibits Sublessor from taking such action, in which case Sublessor shall make all commercially reasonable efforts to obtain permission from the lessor under the master lease to take such action. Sublessor shall promptly provide written notice to Sublessee in the event that it is prohibited from taking action under this subsection as a result of provisions in its master lease. Upon determination that unsafe or unencapsulated asbestos bearing material exists, the Sublessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Sublessee. If the Sublessee vacates the Premises during the encapsulation or removal process, the Sublessor shall reimburse the Sublessee for all move related costs. No rent shall accrue to the Sublessor during the period of time the Sublessee is not in occupancy of the Premises. In the event the Sublessor fails to encapsulate or remove the asbestos bearing material within the time specified, regardless of whether such failure results from provisions in Sublessor's master lease that prohibit Sublessor from taking such action, this Sublease may be cancelled by the Sublessee and the Sublessor shall thereafter not have any claim against the Sublessee on account of the cancellation of this Sublease.

- i) In compliance with section 19.45 of the Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administrative Code, Sublessor attests to the following: 1) Sublessor is not a state public official or state employee; 2) no member of Sublessor's immediate family is a state public official or state employee; and 3) Sublessor is not an organization with which a state public official or state employee owns or controls at least 10% of the outstanding equity, voting rights, or outstanding indebtedness.
- j) For the purposes of this Sublease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Sublessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Sublessor will now and forever after the termination of this Sublease hold Sublessee harmless and indemnify the Sublessee from and against any and all claims, liability, damages or

costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Sublessee's use and occupancy of the Premises.

If during the Sublessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Sublessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe, provided that there is nothing in Sublessor's master lease that prohibits Sublessor from taking such action, in which case Sublessor shall make all commercially reasonable efforts to obtain permission from the lessor under the master lease to take such action. Sublessor shall promptly provide written notice to Sublessee in the event that it is prohibited from taking action under this subsection as a result of provisions in its master lease.

Upon determination by the Sublessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Sublessee's quiet enjoyment of the Premises exists, the Sublessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Sublessee. If the Sublessee vacates the Premises during the repair or remediation process, the Sublessor shall reimburse the Sublessee for all related or relocation costs and rent shall abate during the period of time the Sublessee is not in occupancy of the Premises. In the event the Sublessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Sublessee, regardless of whether such failure results from provisions in Sublessor's master lease that prohibit Sublessor from taking such action, this Sublease may by written notice to the Sublessor be cancelled by the Sublessee and the Sublessor shall thereafter not have any claim against the Sublessee due to the cancellation of this Sublease.

Sublessor will immediately advise Sublessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Sublessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Sublease, then the Sublessor shall provide a copy of any test results to the Sublessee. With Sublessor's permission, which permission shall not be withheld unless there is something in Sublessor's master lease prohibiting Sublessor from granting permission, the

Sublessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- k) In the event of any water damage to the Premises and/or common areas, Sublessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Sublessor shall, upon Sublessee's request, remove the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) from the Premises and immediately replace them with new materials of identical quality or better quality, provided that there is nothing in Sublessor's master lease that prohibits Sublessor from taking such action, in which case Sublessor shall make all commercially reasonable efforts to obtain permission from the lessor under the master lease to take such action. Sublessor shall promptly provide written notice to Sublessee in the event that it is prohibited from taking action under this subsection as a result of provisions in its master lease.
- Sublessor agrees to provide prior notification and provision of Safety Data Sheets (SDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Sublessor, contractors or other representative of the Sublessor. The project notification and SDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- m) The default by Sublessor of any covenant or agreement contained in any paragraph or provision of this Sublease shall constitute a material default of the Sublease, and shall entitle the Sublessee to terminate this Sublease, PROVIDED, that prior to such termination, the Sublessee shall notify the Sublessor in writing of the nature of the default and shall grant the Sublessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Sublessor within said thirty (30) days, the Sublessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Sublessee shall waive the right to terminate for such default if

- corrective actions are commenced within such period and diligently pursued to completion by the Sublessor.
- Sublessor shall be responsible for paying to the relevant taxing authority the real estate taxes and any assessments on the Premises, as applicable.
- 8. COVENANTS OF SUBLESSEE. Sublessee hereby covenants and agrees with Sublessor as follows:
 - a) Sublessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Sublease at the time and in the manner herein provided.
 - b) At the expiration of this Sublease or any renewal thereof, the Sublessee will return the Premises to the Sublessor in as good condition as they were at the time the Sublessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Sublease, that the Sublessee shall not be responsible for damage to the Premises by fire.
 - c) The Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Sublessee, and the Sublessor.
 - d) The default by Sublessee (a) If Sublessee shall be late in the payment of any rent or any other sum of money payable by Sublessee to Sublessor and if Sublessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Sublessor, or (b) if Sublessee shall be late in the performance or observance of any other agreement or condition in this Sublease to be performed or observed and if Sublessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Sublessor of said late performance or observance (unless Sublessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Sublessor may send written notice to Sublessee of the termination of the term of this Sublease, and, on the fifth (5th) day next

- following the date of the sending of the notice, the term of this Sublease shall terminate, Sublessee hereby waiving all rights of redemption.
- e) Sublessee agrees that any improvements to the Premises made by Sublessor for the benefit of Sublessee shall be the property of Sublessor. Such improvements exclude any of Sublessee's system furniture, conventional furniture and all other Sublessee personal property.
- 9. INSURANCE. Sublessor warrants that its master lease with the lessor contains provisions requiring the lessor to procure and maintain, during the term of this Sublease, property and casualty insurance for the building containing the Premises, and that the lessor also agrees to procure and maintain, during the term of the master lease, commercial general liability insurance in the amount of not less than \$1.0 million each occurrence and \$2.0 million general aggregate. Alternatively, in the event that the master lease does not contain language pertaining to the lessor's procurement and maintenance of insurance, Sublessor warrants that the lessor has procured and maintains such insurance. Under all conditions noted above, general aggregate limits are to apply on a per location basis. The State of Wisconsin Self-Funded Liability and Property Programs protect the Sublessee. Wisconsin Statutes provide funds to pay property and liability claims.
- 10. HOLD HARMLESS. Sublessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Sublessor, its invitees or agents, or any failure of Sublessor in any respect to comply with and perform all the requirements and provisions of this Sublease.

The Sublessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Sublessee further agrees to indemnify and hold harmless the Sublessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Sublease, where such liability is founded upon or grows out of acts or omissions of any of the Sublessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.

- 11. MAINTENANCE. The Sublessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of this Sublease, except in case of damage arising from a willful act or the negligence of the Sublessee's agents or employees. For the purpose of so maintaining the Premises, the Sublessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.
- other casualty or happening such that Sublessee may continue to use a part of the Premises, Sublessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction, provided that there is nothing in Sublessor's master lease that prohibits Sublessor from taking such action, in which case Sublessor shall make all commercially reasonable efforts to obtain permission from the lessor under the master lease to take such action. Sublessor shall promptly provide written notice to Sublessee in the event that it is prohibited from taking action under this paragraph as a result of provisions in its master lease. In such event, the rental and any other obligations of Sublessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Sublessor fail to complete said restoration within 60 days of the partial damage or destruction, regardless of whether such failure results from provisions in Sublessor's master lease that prohibit Sublessor from taking such action, Sublessee may terminate this Sublease.

In the event the Premises are damaged or destroyed such that Sublessee is unable to occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Sublessee may elect to terminate this Sublease by providing Sublessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Sublessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenantable and Sublessee does not elect to terminate this Sublease, Sublessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction, provided that there is nothing in Sublessor's master lease that prohibits Sublessor from taking such action, in which case Sublessor shall make all commercially reasonable efforts to obtain permission from the lessor under the master lease to take such action. Sublessor shall promptly provide written notice to Sublessee in the event that it is

prohibited from taking action under this paragraph as a result of provisions in its master lease. In the case of Sublessee's election <u>not</u> to terminate, all rent and other obligations of the Sublessee hereunder shall abate from the date of untenantability until the date Sublessee retakes possession of the Premises. In the event Sublessor fails to complete the restoration within 120 days of the untenantability, regardless of whether such failure results from provisions in Sublessor's master lease that prohibit Sublessor from taking such action, Sublessee may terminate this Agreement.

Notices. Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Sublessor at Sublessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Sublessor: Caleb White

Southwest Wisconsin Technical College

1800 Bronson Boulevard Fennimore, WI 53809

Rent sent to: Same as above

If to Sublessee: State Leasing Officer

Wisconsin Department of Administration

101 E. Wilson Street, 7th Floor

P.O. Box 7866

Madison, WI 53707-7866

14. <u>FUNDING.</u> The payment of rents under this Sublease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Sublease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Sublease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Sublease. In the event such funding is not made available to the program or programs involved, the Sublease may at its option and upon sixty (60) days prior written notice to the Sublessor, terminate this Sublease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

- 15. RIGHT TO SUBLEASE ADJACENT SPACE. Sublessee may sublease any available adjacent space at any time during the term of this Sublease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon.
- 16. BROKERS. Sublessor and Sublessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Sublease, and Sublessor agrees to pay and hold Sublessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Sublease or the negotiations thereof.
- 17. HOLDING OVER. If Sublessee holds over after the term hereof, with or without the express written consent of Sublessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.
- 18. <u>SUBORDINATION.</u> This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgement, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.
- 19. FORCE MAJEURE. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond

that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. <u>EMINENT DOMAIN</u>. In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Sublease shall terminate and expire as of the date of such taking, and Sublessee shall then be released from any liability thereafter accruing under this Sublease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Sublessee, or if the remainder of the property is not one undivided parcel of property, Sublessee shall have the right to terminate this Sublease as of the date of the taking on giving to Sublessor written notice of termination within thirty (30) days after Sublessor has notified Sublessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Sublease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Sublessor and Sublessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

- 21. CONSTRUCTION OF IMPROVEMENTS. Intentionally left blank.
- 22. <u>SUBLESSEE COSTS.</u> Sublessee shall be responsible for the monthly phone and data costs for the Premises.
- 23. <u>CAPTIONS.</u> The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
- 24. <u>AUTHORIZATION, BINDING EFFECT.</u> This Sublease, together with all amending instructions subsequent thereto (collectively, the "Sublease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Sublease is fully executed.

- 25. WAIVER. The rights and remedies of either party under this Sublease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- 26. CHOICE OF LAW. This Sublease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
- 27. <u>EXECUTED SUBLEASE</u>. This Sublease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
- 28. MISCELLEANEOUS PROVISIONS. Intentionally left blank.
- 29. <u>ENTIRE AGREEMENT.</u> This Sublease constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date of the last signature below.

SUBLESSOR: Southwest Wisconsin Technical College

Colol Fields

F .

Dated: 2/1/19

SUBLESSEE: State of Wisconsin

CHRIS PATTON

DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: W3 249

File No. 445-087

SCHEDULE I

SUBLESSOR'S RESPONSIBILITIES

The Sublessor, <u>at Sublessor's cost</u>, shall furnish to the Sublessee during the term of this Sublease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

Summer 76 Degrees (+/- 2⁰) 50% Humidity Level (+/- 10%) Winter 70 Degrees (+/- 2^O) 25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to \pm 10 of the above temperatures.

Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2016, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2016 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2016 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

Sublessor shall meet the following requirements:

- All replacement HVAC units and equipment installed shall be high-efficiency type; gasfired heating is required in all new construction.
- b. All rooms shall maintain sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning in order to maintain the humidity and temperatures as listed above.
- c. Change all air-handling equipment filters quarterly.
- The use of non-tenant adjustable thermostats or locking thermostat covers is preferred if system allows.

3. Fire Protection

- a. Provide the Premises with a fire alarm and detection system that complies with all State building codes, International building code (IBC) and Local building codes. In the event the Premises are not required to have a fire alarm and detection system by any code, Sublessor shall install and maintain a fire detection system consisting of automatic detection (heat and smoke detectors), audio/visual notification devices and pull stations in accordance with the National Fire Protection Association (NFPA) under NFPA 72 and National Electric Code NEC 760. The fire alarm and detection system shall be inspected, maintained and tested in accordance with NFPA 72, by licensed contractors and fully documented. Documentation shall be made available to Sublessee, within ten (10) days of Sublessee's written request.
- Install and maintain fire extinguishers according to any governmental building code and Underwriters Laboratories (UL) recommendations.

- Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
- 5. Provide 2 master keys for entrance doors.
- 6. At Sublessor's cost, provide Water and Sewer & Heat and Air conditioning.
- At Sublessor's cost, provide electricity for lights and other electrical equipment necessary for operation of the Premises.
- 8. At Sublessor's cost furnish, install and replace during the term of this Sublease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
- 9. All demised and common areas of the facility and exterior areas, including parking, utilized under this Sublease, including restrooms and any elevator(s) <u>must meet all requirements of new construction</u> for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 361-365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
- 10. Provide walk-off mats at each entrance. Replace as needed when worn.
- Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.

12. JANITORIAL SERVICES

Sublessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Sublessee. Proper disposal of materials shall comply with sections 16.15(3) and 287 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Sublessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the subleased premises. Sublessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

The following is a list of required activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a High Standard of Cleanliness.

AREA AND FREQUENCY INDICATION:

DAILY

a. All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean exterior ashtrays, waste containers and replace can liners; Sweep, mop floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, descale and polish water fountains; and spot clean walls and doors.

- Restrooms Clean and disinfect dispensers, sinks, toilets, urinals and polish bright work.
- c. Office Areas Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

- a. Restrooms Clean inside toilet bowls and urinals; and damp wipe walls.
- Offices Common Areas Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork.
- c. Offices Vacuum upholstered furniture; and edge-vacuum carpet.

SEMI-ANNUAL

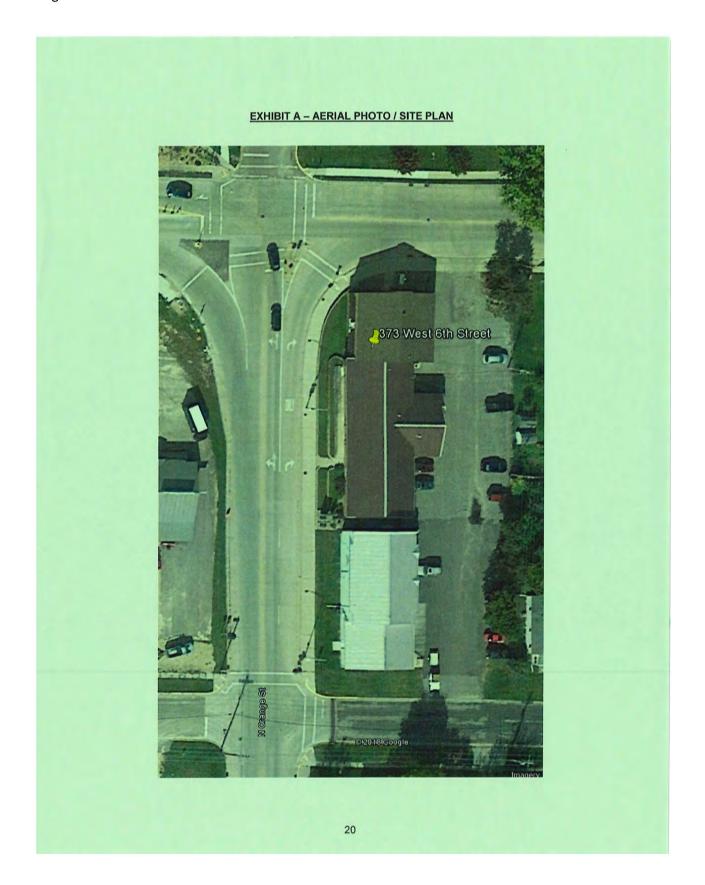
- Resilient/Hard floor Areas Strip, seal and refinish floors in spring and fall.
- Carpet Areas Wet extract carpet and apply soil retardant in spring and fall.
- Restrooms Wash walls, ceilings, doors and partitions in winter and summer.
- Windows Wash windows and storms both inside and outside and vacuum screens in spring and fall.
- e. Light Fixtures Clean fixtures and diffusers
- f. Air Vents Clean supply air diffusers and return air grilles. Change all air-handling equipment filters according to MPTC preventive maintenance schedule.
- 13. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Sublessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

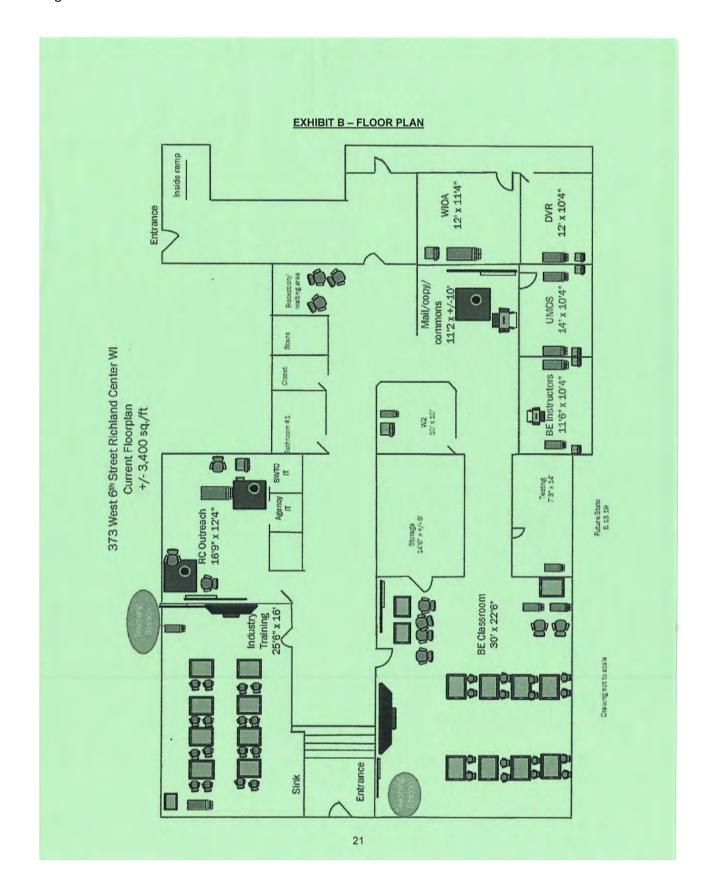
In the event that the Sublessor fails to remove the snow and ice from the subleased facility in accordance with the terms of the paragraph above, the Sublessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Sublessor.

Sublessee's removal of snow and ice shall not release Sublessor of liability or obligation under the provisions of this Sublease or any law or regulation.

- 14. Intentionally left blank.
- 15. Intentionally left blank.
- Provide signage, suite identification, and any other Sublessor provided signage consistent with others in the Building.

- 17. Provide sufficient onsite parking, which is understood by the parties hereto to include parking for a total of three (3) parking spaces for staff and visitors, located at and/or near the facility. In addition, Sublessor shall designate the required accessible parking spaces per code for each parking facility.
- 18. In the event the Sublessor does not furnish the aforementioned services and items in this Schedule or the demised Premises are untenantable for any other reason which is not due to the negligence of the Sublessee, the Sublessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Sublessee notifies Sublessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.





I. Forward Services Corporation Lease

Included below is a 24-month lease (7/1/22 - 6/30/24) for Forward Service Corporation to lease 100 square feet of space from the College at the Richland Center Outreach Site located at 373 West Sixth Street, Richland Center, WI, in the amount of \$328 per month.

LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of this 1st day of July 2022 by and between Southwest Wisconsin Technical College, Lessor, and Forward Service Corporation, Lessee:

1. PREMISES AND TERM.

1.1 <u>Demised Premises.</u> Lessor leases to Lessee the following:

100 square feet of office floor space plus nonexclusive use of common spaces in the Southwest Tech suite located at 373 West 6th Street, Richland Center, Wisconsin.

- 1.2 <u>Term.</u> This lease is for a term of twenty-four (24) months commencing on July 1, 2022, and ending June 30, 2024.
- 1.3 <u>Termination</u> 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. If lessee loses their contract to provide W-2 services, lessee may terminate the lease at any time with a 60 day written notice following notification requirements of paragraph 9.1
- 1.4 <u>Renewal.</u> 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 <u>Payments</u>. The Lessee shall yield and pay the sum of Three Hundred and Twenty-Eight Dollars (\$328.00) 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 <u>Use.</u> 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 <u>Signs</u>. 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 nay 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 permitees excepted.
- 4.2 <u>Lessee property</u>. 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 <u>Liability insurance</u>. 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 <u>Contents insurance.</u> 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 Financial Officer, Forward Service Corporation, 4600 American Parkway, Suite 301, Madison, WI 53718

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 <u>Title and use warranty</u>. 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 <u>Complete agreement.</u> 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 <u>Paragraph headings.</u> 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 <u>Form of agreement.</u> 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 <u>Construction</u>. 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 <u>Choice of law.</u> 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 <u>Severability.</u> 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 <u>Revision or modification</u> 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 nay 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 <u>Access to premises</u>. 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 <u>Interruption of services</u>. 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 <u>Binding effect</u>. 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, t	he said Lessor has caused these presents to be signed this
 day of 2022.	
	SOUTHWEST WISCONSIN TECHNICAL COLLEGE
BY:	
	Caleb J. White, Vice President for Administrative Services
 IN WITNESS WHEREOF, day of 2022.	the said Lessee has caused these presents to be signed this
	FORWARD SERVICE CORPORATION
BY:	
	Marcia Christiansen, Chief Executive Officer

J. Public Safety Complex Hay Lease

The college rents out 2.8 acres of hay ground on the southwest corner of County Road F and Highway 18, Fennimore, WI. A five-month (6/1/22 – 11/1/22) lease agreement in the amount of \$512.50 with Winch's Pine Grove Farms, LP, Fennimore, WI, is included below.

Recommendation – Approve the Consent Agenda as presented.

Cash Farm Lease (RE)

Section 1 - Opening, Rent, Signatures, Etc.

BY THIS LEASE, in several Sections and in consideration of the rent to be paid and the mutual covenants and agreements hereinafter set forth, the Landlord, herein so called whether one or more, leases to the Tenant, herein so called whether one or more, the Premises hereinafter described.

<u>4.1</u> acres known as the <u>SW corner of County F and Hwy 18-Southwest Wisconsin Technical</u> College

Rent is \$125 per acre.

LANDLORD: Southwest Wisconsin Technical College

1800 Bronson Blvd. Fennimore, WI 53809 Attn: Caleb White

TENANT:

Term Begins: 6/1/2022 Security Deposit: None

Term Ends: <u>11/1/2022</u>

Use: Harvesting hay ground. All materials and services related to harvesting shall be acquired and paid for by the tenant.

LEASE CONDITIONS

The landlord assumes no risk from any crop grown on this parcel.

The tenant accepts all risk and liability associated with harvesting and removal of the crop.

Harvesting should be completed in a manner that does not damage the existing site or other property owned by the landlord.

The tenant must contact and coordinate access to the site with the landlord 12 hours prior to any work commencing.

Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.

No partnership intended. It is particularly understood and agreed that this lease shall not be deemed to be nor intended to give rise to a partnership relation.

Tenant shall provide Landlord with a certificate of insurance naming the Landlord as Certificate Holder no later than the date cash rent is due.

Tenant agrees at the expiration or termination of this lease to yield possession of the premises to the landlord without further demand or notice, in as good order and condition as when they were entered upon by the Tenant.

RENT

\$ 512.50 cash, payable on or before June 1, 2022

The Landlord and Tenant intend that this Lease and the covenants and agreements herein contained shall be binding upon them, their heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, the Landlord does not convey to the Tenant the right to lease or sublease any part of the property or to assign the lease to any person or persons whomsoever without Landlord's written consent.

THIS LEASE EXECUTED this 1st day of June 2022.

Lease Holder Signature:

Tenant Signature:

Winch's Pine Grove Farms, LP
Southwest Wisconsin Technical College
822-2446

Tenant Signature:

Winch's Pine Grove Farms, LP
12742 Brown School Road
Fennimore, WI 53809

Other Items Requiring Board Action

A. RFP: Renewable Energy Plan

A public opening of the proposals for the RFP: Renewable Energy Plan was held on February 17, 2022. The winning proposal will assist in preparation of an Integrated Energy Master Plan (IEMP). The IEMP project is fully funded through a grant received from the Public Service Commission of Wisconsin. Five proposals were received and three companies interviewed with the RFP team. Included below is a summary of the RFP.

<u>Recommendation</u>: Award the contract for completion of an Integrated Energy Master Plan for the college to Ameresco, Inc. for a total of \$18,060 and, only if necessary, subsequent ongoing project consultation at the standard hourly rates used for completion of the IEMP.

Energy Master Plan RFP #2122-02

The public opening of the request for proposals (RFP) to complete an Energy Master Plan for the College was held on Tuesday, February 17, 2022 at 1:30 p.m.

The purpose of this request is to assist in the preparation of an Integrated Energy Master Plan (IEMP) for Southwest Tech. Southwest Tech has committed to researching the options and feasibility in sustainability and renewable energy over the next decade with carbon reductions coming from the following order of priority: avoidance, reduction, renewables, offsets. The plan will focus on defining and prioritizing categories of projects to achieve the most transformative effect on the energy consumption of the College using the most attractive return on investment between cost and impact on greenhouse gas reductions while maintaining or improving building occupant comfort. The IEMP will support the college's movement toward carbon footprint reduction.

The scope of this project will include benchmarking building energy use, an equipment survey, projections, cost analysis and capital spending plan, fuel switching recommendations, design standards, ongoing monitoring and management of the IEMP and stakeholder meetings.

Proposals were received from five vendors. An evaluation team consisting of Amy Seeboth-Wilson, Joe Randall, Josh Bedward, Christina Winch, Dan Imhoff and Caleb White reviewed and rated the proposals and as a result, three vendors were invited for an in-person interview and presentation. All three finalist were also asked to respond to additional questions through a

Best and Final Offer process and references checked. Team scoring was based on the following criteria:

Cost, reasonableness of the proposed fee schedule in relation to scope of services provided	30
Experience/qualifications	25
Approach/methodology	25
Quality and completeness of responses	15
Involvement of MBE/WBE/DBE participation and diversity commitment,	
demonstrated commitment to equal opportunity in hiring	<u>5</u>
Т	otal 100

The evaluation team's average composite score ranking from high to low is as follows:

			Total Cost	Final Score
Ranking	Vendor			
1	Ameresco, Inc.	Chicago, IL	\$18,060	83.0
2	Salas O'Brien	Madison, WI	\$65,560	48.2
3	Tetra Tech, Inc.	Madison, WI	\$124,800	46.2
4	Grumman Butkus Assoc	Madison, WI	\$93,990	41.7
5	Tailored Engineering	Middleton, WI	\$83,190	33.2

Recommendation: Award the contract for completion of an Integrated Energy Master Plan for the college to Ameresco, Inc. for a total of \$18,060 and only if necessary, subsequent ongoing project consultation at the standard hourly rates used for completion of the IEMP. The IEMP project is fully funded through a grant received from the Public Service Commission of Wisconsin.

B. Darlington Outreach Site Lease

Caleb White will present a lease agreement for the Darlington Outreach Site located at 627 Main Street, Darlington, WI. The lease agreement is included below.

Recommendation: Approve the lease agreement with the City of Darlington to lease 840 square feet of office and educational space located at 627 Main Street, Darlington, WI for \$1220 annually from July 1, 2022, through June 30, 2023.

LEASE AGREEMENT

THIS AGREEMENT OF LEASE is made as of this 1st day of July 2022 by and between City of Darlington, Lessor, and Southwest Wisconsin Technical College, Lessee:

PREMISES AND TERM.

- 1.1 <u>Demised Premises.</u> Lessor leases to Lessee the following: 840 square feet of floor space located at 627 Main Street, Darlington, WI, room 258
- 1.2 <u>Term.</u> This lease is for a term of 12 months commencing on July 1, 2022, and ending June 30, 2023.
- 1.3 <u>Termination</u> 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 \$1,220 per year as rent for the premises for the term of this Agreement, payable in two equal payments July 15 and January 15.

USE AND SIGNS.

- 3.1 Use. Lessee shall use and occupy the demised premises solely for educational and 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 <u>Signs.</u> Lessee shall have the privilege of placing on and in the demised premises such interior and exterior signs as Lessee deems necessary and proper in the conduct of Lessee's business, provided:

- (a) Lessee obtains all permits and licenses at its own cost which may be required for the erection and maintenance thereof; and
- (b) Such signs may lawfully be permitted to be erected and maintained; and
- (c) Lessee obtains the Lessor's consent to the placement of any exterior sign on the building or grounds. Lessor's consent consists of City approval for location, materials and installation method for the placement of both exterior and interior signs.

CARE AND REPAIR OF DEMISED PREMISES; UTILITIES.

4.1 Utilities.

- (a) Lessor shall be responsible for water, sewer, heat, electricity, and gas.
- (b) Lessee shall be responsible for telephone and WiFi/broadband service expenses.

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.
- (b) Lessor is responsible for all exterior maintenance, including snow removal from the parking lot and sidewalks, mowing of grass and care of shrubbery and trees. Lessor is not responsible for the maintenance of exterior signage placed on the premises by Lessee.
- (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 permitees excepted.

4.2 <u>Lessee property.</u> 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. No such improvements will be made without written approval by 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.

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.

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.

OTHER FACILITIES.

7.1 Lessee shall have nonexclusive access to all off street parking available on the premises.

8. INDEMNITY - LIABILITY INSURANCE

- 8.1 <u>Liability insurance</u>. 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 <u>Contents insurance.</u> 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 Mayor, City of Darlington, 627 Main Street, Darlington, WI 53530
- (b) if to Lessee, to Vice President for Administrative Services, Southwest Wisconsin Technical College, 1800 Bronson Boulevard, Fennimore, WI 53809

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

COMPLETE AGREEMENT AND CONSTRUCTION FORM OF AGREEMENT.

- 10.1 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.
- 10.2 <u>Paragraph headings.</u> 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.
- 10.3 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.
- 10.4 <u>Construction</u>. 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.
- 10.5 <u>Choice of law.</u> The parties intend this lease agreement to be construed in accordance with the laws of the State of Wisconsin.
- 10.6 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.

11. MISCELLANEOUS PROVISIONS.

11.1 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.

- 11.2 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.
- Interruption of services. Interruption of any service maintained in the demised premises if caused by mechanical difficulties or any causes beyond the Lessor'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.

of May 2022.	ic said L	essor has caused these presents to be signed this And day CITY OF DARLINGTON
	BY:	Mike McDermott, Mayor
IN WITNESS WHEREOF, th	ie said Le	essee has caused these presents to be signed this day of
		TOTAL PROPERTY OF THE PROPERTY
		SOUTHWEST WISCONSIN TECHNICAL COLLEGE

C. 2022-23 Out-of-State Tuition Waivers

Annually, the College submits to the WTCS State Board for approval a waiver of out-of-state tuition for needy and worthy students. It is a projection of total students and credits. CoraBeth Schmitz, Student Financial Assistance Manager, will provide information on the 2022-23 Out-of-State Tuition Requests. The 2022-23 request and Board Resolution follow the recommendation.

Recommendation: Approve the 2022-23 Out-of-State Tuition request, as presented.

Request:

Southwest Wisconsin Technical College requests authority from the WTCS President to remit out-of-state tuition for 600 credits for 20 needy and worthy students during the 2022-23 academic year. The district projects 1250 FTEs (net of Community Services) for the year.

Out-of-State Tuition and Reciprocity

Resident (in-state) and non-resident (out-of-state) tuition rates are established annually by the Wisconsin Technical College System according to Wisconsin state statutes.

2021-2022 Tuition Rates

Tuition Costs – Wisconsin Residents and Online Classes *	\$141.00 Per Credit
Tuition Costs - Out-of-State Residents	\$211.50 Per Credit

*Non-Resident students enrolled in the Direct Entry Midwifery, Driver Safety Education Certification, and Cancer Information Management programs are charged the out-of-state tuition rate on all classes, regardless of modality.

Out-of-State Tuition: Students who are not Wisconsin residents must pay out-of-state tuition. Out-of-state tuition is 150% the state tuition rate. Out-of-State tuition is not charged for online course sections. A waiver of out-of-state tuition is available to students who qualify. However, out-of-state students in the Direct Entry Midwife, Cancer Information Management and Driver Safety Education Certification programs are not eligible to apply for an out-of-state waiver of tuition.

Out-of-State Tuition Waivers: Students requesting a waiver of the out-of-state tuition fees are required to submit a FAFSA and a <u>waiver request</u> for for each academic year for which they are requesting out-of-state tuition to be waived. Eligibility for waivers is needs based, which means the student needs to have financial need as determined by the FAFSA and the Financial Aid Office.

The number of waivers allowed for the academic year is limited to the number approved by the Southwest Tech Board.

Reciprocity Agreements: Southwest Tech has reciprocity agreements with the following states and colleges. College level reciprocity agreements allow students from that College's district who are enrolled in approved programs (determined by the Colleges) to pay the in-state tuition rate. All reciprocity students must submit an out-of-state waiver request form.

- Minnesota: Minnesota residents are considered Wisconsin residents for tuition purposes.
- Highland Community College (HCC)

Southwest Tech programs available to HCC Residents: Culinary Arts, Culinary Specialist, Culinary Management, Direct Entry Midwife, Food Production Assistant, Electrical Power Distribution, Golf Course Management, Physical Therapy Assistant, Dental Assistant, Human Services Associate, Medical Lab Technician, Ag Power and Equipment Technician, Building Trades-Carpentry, Electromechanical Technology, Health Information Technology, Cancer Information Management and Supply Chain Management

HCC Programs Available to Southwest Tech Residents: Associate of Engineering Science, Associate of General Studies, Paramedic, QuickBooks Professional, Professional Tax Preparer, Equine Science and Wind Turbine Technician

• Northeast Iowa Community College (NICC)

Southwest Tech programs available to NICC Residents: Auto Collision & Refinish Technician, Culinary Specialist, Culinary Management, Direct Entry Midwife, Electrical Power Distribution, Food Production Assistant, Farm Business & Production Management, Golf Course Management, Physical Therapy Assistant and Supply Chain Management

NICC Programs Available to Southwest Tech Residents: Building Materials Management, Computer Analyst/Information Security Certificate, Diesel Mechanics, Education Emphasis-Associate of Arts, Enology, Finance-AAS, Firefighting Specialist, Health Information Technology, Heating and Air Conditioning, Large Animal Veterinary Technician, Paramedic, Pre-Vet Medicine, Professional Massage Therapy, Viticulture, Viticulture Technology, Radiologic Technology, Respiratory Care, Wind Turbine Repair Technician

2021-2022 Out-of-State/Reciprocity Data

2021-2022 Out-of-State Waiver and Reciprocity Data								
Number of Amount of Out-of-State								
	Students	Credits	Tuition Waived	Notes				
21-22 Waivers	23	538	\$37,929.00					
HCC Reciprocity	6	132	\$9,306.00					
NICC Reciprocity	13	271	\$19,105.50					
MN Reciprocity	7	94	\$6,627.00					
			\$72,967.50	Total Out-of-state Waivers and Reciprocity for 21-22				

2022-2023 Out-of-State/Reciprocity Projection

		2022-2023 Potential O	ut-of-State Waiver and Reciprocity Projections
	Number of	Potential Amount for	
	Students	Waivers or Reciprocity	Notes
Out-of-State			We have 16 potentially eligible student as of today. This number will likely
Waiver Potential			increase as more students register. It also does not consider Spring 2023 start
**See Notes	16	\$29,911.41	students.
			This number may change as more students register. It also does not consider
HCC Reciprocity	10	\$20,801.70	Spring 2023 start students.
NICC Reciprocity	6	\$12,122.37	This number may change as more students register. It also does not consider Spring 2023 start students.
, ,		, ,	This number may change as more students register. It also does not consider
MN Reciprocity	6	\$12,552.75	Spring 2023 start students. *This is a state agreement. No ability to change.
		\$75,388.23	2022-2023 Potential for Out-of-State Waivers/Reciprocity

RESOLUTION OF THE SOUTHWEST WISCONSIN TECHNICAL COLLEGE DISTRICT BOARD OF DIRECTORS

WHEREAS, the Southwest Wisconsin Technical College Board has approved the 2022-23 Out-of-State Tuition waivers for 600 credits for 20 needy and worth students during the 2022-23 academic year. The district projects 1250 FTEs (net of Community Services) for the year,

BE IT THEREFORE RESOLVED that the Southwest Wisconsin Technical College Board submits for the WTCS President's authority to remit out-of-state tuition for 600 credits for 20 needy and worth students during the 2022-23 academic year.

Approved this 19th day of May, 2022.		
	Donald L. Tuescher Chairperson	
ATTEST:		
Crystal Wallin	_	
Secretary		

D. 2022-23 Employee Compensation

Krista Weber, Chief Human Resources Officer, and Caleb White will present a proposal for 2022-23 employee compensation. The proposal is included below.

Recommendation: Approve the 2022-23 employee compensation, as presented.

2022-2023 Employee Compensation Proposal

Recommendation for a 3-step compensation increase for full and part-time regular employees:

June 2022

Pay all regular FT employees \$1,000 stipend, regular PT employees \$500 stipend

July 2022

Increase regular employee pay by 3.0% (first step in attaining WERC CPI-U wage adjustment for July 1, 2022)

January 2023

Increase regular employee pay by 1.7% (second and final step in attaining WERC CPI-U wage adjustment for July 1, 2022)

Additional Options to Consider:

Raise the floor for base salary at the college. Impact cost/employees affected: \$35,000 floor = \$5k additional cost, 8 affected, \$470 average annual increase \$37,500 floor = \$28k additional cost, 9 affected, \$2,536 average annual increase \$40,000 floor = \$59k additional cost, 14 affected, \$3,507 average annual increase

Board Monitoring of College Effectiveness

A. Foundation Quarterly Report

Kim Schmelz, Director of the Foundation, will present a quarterly Foundation report to the Board highlighting the activities and results of fundraising efforts and other initiatives. The FY22 Third Quarter report follows.



Southwest Tech Foundation FY22 Third Quarter Report to District Board

May 19, 2022

Fundraising Totals 7/1/21-3/31/2022 \$1,154,673.57 total gifts received (Goal \$1,500,000) \$1,104,083.49 cash received \$139,610.15 Gift In-Kind total We received 4768 gifts from 837 donors

Gift Highlights

3rd Quarter Gift Highlights of \$2,500 +

- \$100,000 Anonymous Donor
- \$43,000 from Patrick Thiele for the Charge Forward Scholarship and Fuel a Charger
- \$32,907 from Daryl Tresner for the Daryl Tresner Scholarship
- \$10,995 in-kind gift from Toby Washburn for a Selfie Station for Student Services
- \$7,500 from 3M for 3M MAP Scholarships
- o \$5,000 from Joyce Czajkowski for the Czajkowski IT Scholarship
- \$5,000 from Districts Mutual for the Southwest Tech Foundation Scholarship
- \$5,000 from Hartung Brothers, Inc for the Hartung Brothers, Inc Scholarship
- o \$3,000 from David Martin for the David and Joan Martin Scholarship
- o \$3,000 from United Fund of Iowa County for the Charger Dream Fund
- \$2,500 Compeer Financial Compeer Financial Agriculture Scholarships

All Scholarship Applicants to Receive a Scholarship!

Because of the generosity of an anonymous donor who donated \$100,000 we are able to award a scholarship to all students who applied for a scholarship. As of May 6, 291 students had not received a scholarship yet and now will be awarded one! We had a record number of scholarship applicants this year, with more than 720 students applying for scholarships.

Estate gift from Alumnus, Thomas Kieffer

We received notice in March that Thomas Kieffer, a 1976 Ag Mechanics graduate, of Mineral Point, included Southwest Tech in his will to receive 25% of his estate. Thomas passed away on March 6th. We aren't sure of the value of the gift at this time but I do plan to try to reach out to his brother to learn a little bit more about him. Thomas isn't a past donor and we never got to know him but we will do our best to honor him through his gift to us.

Southwest Tech Foundation Visits and Visitors



Three members of our Southwest Tech team had the pleasure of visiting Hartung Brothers, Inc. in Arena, WI yesterday. Deb Meyer Ihm, Director of Agriculture, Kim Schmelz, Foundation Director, and Brianna Williamson, Recruiter and Alumni Development Specialist, made the visit as part of our Thank You Thursday campaign. Hartung Brothers has been a strong supporter of our scholarship program, they hire our graduates and they support our Agriculture Program with gifts, experiences, and internships. The tour showcased two graduates, including Joe Voigts, Mechanical Operator, and 1996 Ag-Power graduate and Bryce Stovey, Seed Corn Specialist and 2018 Agribusiness Science and Technology graduate. The pride we saw in their work and the comradery amongst the team is to be commended.



We were so fortunate to host business partners, friends, retirees and donors at the Culinary lunches this spring. (Left) Our first lunch was with Peoples State Bank. Katie Glass and Kim Schmelz were joined by Tyler Cota and Logan Coulter from the Prairie du Chien branches and Daniel Glass from the Lancaster branch.

(Below left) Our second lunch was with Southwest Tech retirees Elaine Keller, Mary Davis and Jill Brechler.

(Below right) On March 4th. Jerry Schell, left, his daughter and Southwest Tech faculty member, Helen Mar Adams, and EPD student and recipient of the Jerry and Nell Carpenter Schell Scholarship, Justice Dilley joined Kim Schmelz and Gina Udelhofen.





(Left) Dr. Joyce Czajkowski was on campus on March 25 and was able to meet Autumn Werner, the recipient of the Czajkowski IT Scholarship. Dr. Czajkowski served as Dean of the Business, IT and General Education programs for 7 years at Southwest Tech. She encouraged women to look at non-gender specific fields like information technology as a career and wanted to encourage women with this scholarship. Autumn is in her second year of the network specialist program and plans to graduate in May.

(Below left) We would like to thank John Gander, a Southwest Tech retiree, for donating 25 pounds of ground beef to the Chargers Cupboard food pantry last week. Our students really appreciate food from local farms and will thoroughly enjoy this donation.

(Below right) Nichelle Lewis, Branch Manager of the Fennimore Community First Bank, asked how they could support our Chargers Cupboard food pantry and just came to deliver this wonderful donation!





Southwest Tech alumnus, Daryl Tresner, was on campus yesterday to meet the two recipients of the scholarship he established with the Southwest Tech Foundation. Tresner is a graduate of the Automotive Technician program and spent his career in mechanics, working as the mechanics manager for UPS in Dodgeville. Daryl established an endowed fund with the Southwest Tech Foundation, using stock gifts, and awarded two \$1,000 scholarships to recipients, Courtney Spease (left) and Taylor Schmidt (right). Spease, an lowa-Grant graduate is enrolled in the Human Services program and Schmidt, a Mineral Point graduate, is enrolled in the Accounting program. Tresner believes students need to get some hands-on training before getting on the job, and he likes that students can get that experience at Southwest Tech. Tresner's endowed scholarship will live on forever and will continue to award scholarships to graduates of lowa-Grant High School, Mineral Point High School, and a third scholarship will be awarded next year to a graduate of River Valley High School.

Current Fundraising Campaign

Need for Nurses campaign to support a January start for Nursing students

Midwifery Crowdfunding Campaign

Employee Giving Campaign

Alumni and Foundation Related News Releases

Alumni Spotlight: Grant Digman

Collaboration leads to expansion and training at EPD grounds

Alliant Energy supports student breakfast program and scholarship fund

Alumni Spotlight: Elsa Stanton

B. Real Estate Foundation Quarterly Report

Caleb White will provide an update on the Real Estate Foundation. The Real Estate Foundation Report is available below.

Southwest Tech Real Estate Foundation

FY22 Third Quarter Report to District Board May 19, 2022

- > Student Housing Leases
 - 15 leases received for summer, compared to 12 at this point last year
 - 100 migrant workers will be using housing in July/August compared to 80 last year
 - 104 leases received for fall compared to 71 at this point last year (capacity 132)
- > Demolition of two remaining original units will be completed this fall, substitute collateral approved to support this action
- 2022-2023 budget approved
- > Updated Five Year Maintenance Plan approved
- New three-year strategic plan adopted
- Approved transfer of \$106,000 to the Southwest Tech Foundation first transfer under the MOU

C. Board Monitoring Report - Fiscal Sustainability

A PowerPoint slide presentation is below for the Board Monitoring Report on Fiscal Sustainability. Caleb White will present the information at the Board meeting.





Budget

The College budget supports the college's mission, vision and strategic directions by allocating resources to ensure the College is meeting student and community needs.

Audit

Southwest Tech continues to maintain an unmodified (clean) opinion on its Audit Report, and the financial statements present fairly in all material respects the financial position of the College. The College also has a clean opinion on compliance, no material weaknesses were identified in internal control or any significant deficiencies in internal control over compliance.





Accomplishments in Linking Finances to Student Learning

- · Provided additional student resources including expanding mental health services
- Updated technologies in multiple connected classrooms to support Hy-flex offerings
- · Expanded offerings of Open Educational Resources to students
- · Incorporated universal design concepts into all facilities and other operational projects
- · Project Rise will improve reporting of data and decision making
- · Alignment to Accountability Value
 - We hold ourselves and our teams responsible for achieving academic and fiscal College goals as
 established by the District Board. We practice self-awareness and hold each other accountable to
 recognize and confront biases that impact our thinking, behavior, and performance to realize
 positive and equitable results.





Fiscal Strength/Sustainability

General Fund Reserves – 6/30/21

Board Policy Minimum – 16.7% (2 months of operating expenditures) 6/30/08 SWTC – 17.2% → 6/30/21 SWTC 45.8%

WTCS Average 36.0%
Nicolet 66.4%
SWTC 45.8%
Lakeshore 43.8%
Blackhawk 41.5%
Midstate 35.1%
Northcentral 54.8%
(Listed in ascending order of size, operating budget less than \$40M)

OPEB Liability (other post employment benefits)

6/30/11 - \$11,936,782 6/30/21 - \$3,133,142



THIS IS WHERE LEARNING IS VALUED



Student Loan Default Rate

College	2011	2012	2013	2014	2015	2016	2017	2018
Southwest Wisconsin Technical College	13.4%	12.6%	17.0%	13.1%	7.9%	4.5%	4.6%	3.5%

WTCS Average: 9.3%

National 2 Year College Average: 11.5% National Average of all Institutions: 7.9%

Southwest Tech currently has the lowest cohort default rate in the WTCS and has a 2018 rate of 3.5%. The low default rate is attributed to a few factors including: not awarding students at their maximum yearly loan levels, double disbursement of student loans, increased contact with student borrowers who are delinquent and our partnership with WISS Default Management Solutions who helps reach out to students who are entering repayment or have fallen behind on their loan payments. Additionally, due to the Covid-19 pandemic, there has been pause on federally held student loan interest and payments since March 2020.





Fiscal Strength/Sustainability

Student Borrower Statistics

Year	Total Loans Borrowed	Unduplicated Borrowers	Ye	early Average Loans per Borrower	Students who Received Financial Aid*	Percect of Students who Received Financial Aid and Borrow Loans**
2016/17	\$ 3,259,708	776	\$	4,200.65	1101	70%
2017/18	\$ 2,780,639	675	\$	4,119.47	1086	62%
2018/19	\$ 2,648,015	648	\$	4,086.44	1063	61%
2019/20	\$ 2,435,176	621	\$	3,921.38	1097	57%
2020/21	\$ 2,256,448	574	\$	3,931.09	1113	52%

^{*}This includes students who received federal funds, state funds and/or scholarships through the Southwest Tech Foundation.

^{**}This only includes students who received federal funds, state funds and/or scholarships through the Southwest Tech Foundation





Moody's Investor Service Rating

The College's goal is to maintain or improve on its Aa2 rating. This reflects the district's growing and healthy reserves, large and growing tax base, modest debt burden and unfunded pension liability. The rating also reflects the district's declining enrollment trend, limited revenue raising flexibility due to state imposed levy restrictions and below average resident income levels for similarly rated districts.

Factors that could lead to an upgrade

Material strengthening of the district's wealth and income characteristics Sustained bolstering of operating reserves and liquidly

Factors that could lead to a downgrade

Weakening of enrollment trends that materially impact district reserve levels Increase in the debt, pension or other poste employment benefits (OPEB) burden



THIS IS WHERE LEARNING IS VALUED



Fiscal Strength/Sustainability

HLC Composite Financial Index – 6/30/21

The purpose of this process is to identify institutions that may be at risk of not meeting components of the <u>Criteria for Accreditation</u>.

HLC has identified ranges, or zones, of CFI values that indicate whether further review is required.

Above the zone > 1.0 = good standing, no follow-up needed

In the zone 0.0 - 1.0 = concern, follow-up required from College President

Below the zone < 0.0 = concern, report required for review by a panel of HLC peer reviewers

Nicolet 8.79

SWTC 4.12

Lakeshore 4.44

Blackhawk 4.11

Midstate 4.18

Northcentral unavailable

(Listed in ascending order of size, operating budget less than \$40M)



THIS IS WHERE LEARNING IS VALUED



Operational funds directed to Instruction - 6/30/21

Ensuring appropriate levels of operational funding goes directly instructional functions is important to carryout the SWTC mission and vision.

Nicolet 48.7% SWTC 60.9% Lakeshore 55.3% Blackhawk 58.5% Midstate 56.9% Northcentral 58.1%

(Listed in ascending order of size, operating budget less than \$40M)





Fiscal Strength/Sustainability

Property Value per Full Time Equivalent student (FTE) - 6/30/19

How well SWTC services it's district as steward of district tax dollars is important. District property valuation has a close correlation to taxes levied on district residents. For every \$8.0M in district property tax value, SWTC trains an FTE. That ratio is an indication of value produced by the college and is the second best in the WTCS for 2020/21.

WTCS average \$12.2M Nicolet \$24.3M SWTC \$8.0M Lakeshore \$12.4M Blackhawk \$11.6M Midstate \$9.3M Northcentral \$7.0M (Listed in ascending order of size, operating budget less than \$40M)





Fiscal Risks

FTE stagnation/decline

6/30/11 1,768

6/30/12 1,644

6/30/13 1,637

6/30/14 1,654

6/30/15 1,533

6/30/16 1,443

6/30/17 1,332

6/30/18 1,354

6/30/19 1,333

6/30/20 1,296

6/30/21 1,256

6/30/22 1,250 projected

6/30/23 1,250 budgeted

Continuation of FTE decrease may lead to structure budget adjustments - 'rightsizing'.



THIS IS WHERE LEARNING IS VALUED



Fiscal Risks

Grant revenue to support operations and fund key initiatives

6/30/16 \$2,912,146 - 62 grants

6/30/17 \$2,121,513 - 46 grants

6/30/18 \$1,734,234 - 41 grants

6/30/19 \$1,518,268 - 38 grants

6/30/20 \$1,700,793 - 42 grants

6/30/21 \$2,896,795 - 48 grants

Financial Forecasting/Modeling – the college does not utilize a developed tool for planning

Profitability of auxiliaries including Housing, Bookstore, Food Services, Daycare & Vending



THIS IS WHERE LEARNING IS VALUED



Fiscal Opportunities

Project Rise will provide benefits including

Improved efficiencies mitigating increased compliance demands
Improved efficiencies allowing increased services to students
Improved student satisfaction mitigating increased competition
Improved data reporting to support better and more timely decision making

Reserve funds from general and enterprise fund balances allows the College flexibility to innovate and build long term sustainable solutions; using reserves for up-front investments that are cost neutral/profitable for continued operations.

Current short duration in outstanding debt obligations allows for flexibility and innovation in future debt structuring to maximize impact of tax levy dollars.





Fiscal Sustainability

Questions/Concerns/Suggestions?



D. 2022-23 Budget

Below is the overview of the FY2023 Budget Status and the Fund Accounts. Caleb White will present the status of the FY2023 Budget.

Southwest Wisconsin Technical College General Fund 2022-23 Budgetary Statement of Resources, Uses, and Changes in Fund Balance

	2020-21 <u>Actual*</u>	2021-22 <u>Budget</u>	2021-22 Estimate**	2022-23 <u>Budget</u>
REVENUES Local Government State Aids Program Fees	5,305,000 10,762,965 4,498,373	5,545,000 10,983,400 4,628,000	-	5,118,300 11,603,000 4,629,000
Material Fees Other Student Fees Institutional Federal Total Revenues	282,343 522,807 1,775,918 799,525 23,946,931	284,000 398,000 1,506,500 2,477,300 25,822,200	<u>:</u>	270,000 511,000 1,979,000 671,000 24,781,300
EXPENDITURES Instruction Instructional Resources Student Services General Institutional Physical Plant	13,974,073 126,998 2,043,777 4,987,213 1,878,757	15,162,400 297,500 2,628,900 6,009,200 2,460,800	:	14,080,000 312,800 2,723,000 6,155,000 2,035,000
Total Expenditures Net Revenue (Expenditures)	23,010,818	26,558,800 (736,600)		25,305,800 (524,500)
OTHER SOURCES (USES) Operating Transfer In Operating Transfer Out Total Resources (Uses)	218,244 (48,044) 170,200	168,000 (47,000) 121,000		210,000 (45,000) 165,000
TRANSFERS TO (FROM) FUND BALANCES Reserve for Prepaids & Inventories Reserve for Operations Designated for Subsequent Years Total Transfers To (From) Fund Balance	1,106,313	(615,600) (615,600)		(359,500)
Beginning Fund Balance Ending Fund Balance	8,931,137 10,037,450	10,528,450 9,912,850	10,037,450 10,037,450	10,037,450 9,677,950

The General Fund is used to account for all financial activities except those required to be accounted for in another fund.

^{*}Actual is presented on a budgetary basis.
**Estimate is based upon 10 months of actual and 2 months of estimate.

Southwest Wisconsin Technical College Special Revenue - Non-Aidable Fund 2022-23 Budgetary Statement of Resources, Uses, and Changes in Fund Balance

	2020-21 <u>Actual*</u>	2021-22 <u>Budget</u>	2021-22 Estimate**	2022-23 <u>Budget</u>
REVENUES				
State Aids	520,445	547,000		553,000
Other Student Fees	267,324	250,000		767,000
Institutional	165,779	245,000	r <u>u</u>	250,600
Federal	5,287,211	8,758,000		6,522,400
Total Revenues	6,240,759	9,800,000	-	8,093,000
EXPENDITURES				
Student Services	6,267,783	9,800,000		7,493,000
Total Expenditures	6,267,783	9,800,000		7,493,000
Net Revenue (Expenditures)	(27,024)	-	-	600,000
OTHER SOURCES (USES)				
Operating Transfer In (Out)	48,044	47,000	-	(555,000)
Total Resources (Uses)	48,044	47,000		(555,000)
TRANSFERS TO (FROM) FUND BALANCES				
Reserve for Student Organizations	21,020	47,000		45,000
Total Transfers To (From) Fund Balance	21,020	47,000		45,000
Beginning Fund Balance	460,232	507,252	481,252	481,252
Ending Fund Balance	481,252	554,252	481,252	526,252

Special Revenue - Non-Aidable Fund is used to account for assets held by a district in a trustee capacity or as an agent for individuals, private organizations, other government units, or other funds.

^{*}Actual is presented on a budgetary basis.

^{**}Estimate is based upon 10 months of actual and 2 months of estimate.

Southwest Wisconsin Technical College Capital Projects Fund 2022-23 Budgetary Statement of Resources, Uses, and Changes in Fund Balance

	2020-21 <u>Actual*</u>	2021-22 <u>Budget</u>	2021-22 Estimate**	2022-23 <u>Budget</u>
REVENUES				
Institutional	31,612	50,000	-	50,000
Federal		285,000	_	285,000
Total Revenues	31,612	335,000	-	335,000
EXPENDITURES				
Instruction	584,841	736,500	-	850,000
Instructional Resources	56,429	64,000	_	75,000
General Institutional	418,263	997,000	-	1,500,000
Physical Plant	2,246,556	2,555,000		2,000,000
Total Expenditures	3,306,089	4,352,500	-	4,425,000
Net Revenue (Expenditures)	(3,274,477)	(4,017,500)	-	(4,090,000)
OTHER SOURCES (USES)				
Proceeds from Debt	4.000.000	4,000,000	_	4,000,000
Operating Transfer In (Out)	(218,244)	(68,000)	_	(68,000)
Total Resources (Uses)	3,781,756	3,932,000		3,932,000
TRANSFERS TO (FROM) FUND BALANCES				
Reserve for Capital Projects	507,279	(85,500)	-	(158,000)
Total Transfers To (From) Fund Balance	507,279	(85,500)		(158,000)
Beginning Fund Balance	1,362,684	208,351	1,869,963	1,869,963
Ending Fund Balance	1,869,963	122,851	1,869,963	1,711,963
	1,000,000	122,001	1,000,000	1,111,000

Capital Projects Funds are used to account for financial resources and related financial activity for the acquisition and improvement of sites and for the acquisition, construction, equipping, and renovation of buildings.

^{*}Actual is presented on a budgetary basis.

^{**}Estimate is based upon 10 months of actual and 2 months of estimate.

Southwest Wisconsin Technical College Debt Service Fund 2022-23 Budgetary Statement of Resources, Uses, and Changes in Fund Balance

	2020-21 <u>Actual*</u>	2021-22 <u>Budget</u>	2021-22 Estimate**	2022-23 <u>Budget</u>
REVENUES				
Local Government	5,345,000	6,050,000	-	6,510,000
State Aids	20,283	20,500	-	20,500
Institutional	42,520	20,000	-	20,000
Federal Aids				
Total Revenues	5,407,803	6,090,500	-	6,550,500
EXPENDITURES				
Physical Plant	4,805,713	7,080,000	-	7,392,700
Total Expenditures	4,805,713	7,080,000		7,392,700
Net Revenue (Expenditures)	602,090	(989,500)		(842,200)
OTHER SOURCES (USES)				
Refunding Debt Issued	_			
Operating Transfer In (Out)	199,744	_	-	-
Total Resources (Uses)	801,834	-	-	-
TRANSFERS TO (FROM) FUND BALANCES				
Reserve for Debt Service	801,834	(989,500)		(842,200)
Total Transfers To (From) Fund Balance	801,834	(989,500)	-	(842,200)
Beginning Fund Balance	1,597,735	2,149,783	2,399,569	2,399,569
Ending Fund Balance	2,399,569	1,160,283	2,399,569	1,557,369
Ending Fully Dalatioe	2,000,000	1,100,200	2,000,000	1,007,008

Debt Service Funds are used to account for the accumulation of resources for, and payment of, general long-term debt and long-term lease purchase principal and interest.

^{*}Actual is presented on a budgetary basis.

^{**}Estimate is based upon 10 months of actual and 2 months of estimate.

Southwest Wisconsin Technical College Enterprise Fund 2022-23 Budgetary Statement of Resources, Uses, and Changes in Fund Balance

REVENUES Federal 5,009 Institutional 1,450,747 1,621,500 1,547,000 Total Revenues 1,455,756 1,621,500 - 1,547,000 EXPENDITURES Auxiliary Services Auxiliary Services Total Expenditures 1,571,105 1,541,300 - 1,815,700 Net Revenue (Expenditures) (115,349) 80,200 - (268,700) OTHER SOURCES (USES) Operating Transfer In (Out) Total Resources (Uses) - (100,000) - 600,000 TRANSFERS TO (FROM) FUND BALANCES Retained Earnings Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342 Ending Fund Balance 3,708,342 3,708,342 4,039,642		2020-21 <u>Actual*</u>	2021-22 <u>Budget</u>	2021-22 Estimate**	2022-23 <u>Budget</u>
Total Revenues 1,455,756 1,621,500 - 1,547,000 EXPENDITURES Auxiliary Services 1,571,105 1,541,300 1,815,700 Total Expenditures 1,571,105 1,541,300 - 1,815,700 Net Revenue (Expenditures) (115,349) 80,200 - (268,700) OTHER SOURCES (USES) Operating Transfer In (Out) - (100,000) - 600,000 Total Resources (Uses) - (100,000) - 600,000 TRANSFERS TO (FROM) FUND BALANCES Retained Earnings (115,349) (19,800) - 331,300 Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	Federal		4 004 500		4 5 47 000
Auxiliary Services 1,571,105 1,541,300 1,815,700 Total Expenditures 1,571,105 1,541,300 - 1,815,700 Net Revenue (Expenditures) (115,349) 80,200 - (268,700) OTHER SOURCES (USES) - (100,000) - 600,000 Total Resources (Uses) - (100,000) - 600,000 TRANSFERS TO (FROM) FUND BALANCES Retained Earnings (115,349) (19,800) - 331,300 Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342		The second of the second			
Total Expenditures 1,571,105 1,541,300 - 1,815,700 Net Revenue (Expenditures) (115,349) 80,200 - (268,700) OTHER SOURCES (USES) - (100,000) - 600,000 Operating Transfer In (Out) - (100,000) - 600,000 Total Resources (Uses) - (100,000) - 600,000 TRANSFERS TO (FROM) FUND BALANCES (115,349) (19,800) - 331,300 Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	EXPENDITURES				
Net Revenue (Expenditures) (115,349) 80,200 - (268,700) OTHER SOURCES (USES) - (100,000) - 600,000 Operating Transfer In (Out) - (100,000) - 600,000 Total Resources (Uses) - (100,000) - 600,000 TRANSFERS TO (FROM) FUND BALANCES Retained Earnings (115,349) (19,800) - 331,300 Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	Auxiliary Services	<u>1,571,105</u>	1,541,300		1,815,700
OTHER SOURCES (USES) Operating Transfer In (Out) Total Resources (Uses) TRANSFERS TO (FROM) FUND BALANCES Retained Earnings Total Transfers To (From) Fund Balance Beginning Fund Balance OTHER SOURCES (USES) - (100,000) - 600,000 - 600,000 - 600,000 - 600,000 - 331,300 - 331,300 - 331,300 - 331,300	Total Expenditures	1,571,105	1,541,300	-	1,815,700
Operating Transfer In (Out) - (100,000) - 600,000 Total Resources (Uses) - (100,000) - 600,000 TRANSFERS TO (FROM) FUND BALANCES Retained Earnings (115,349) (19,800) - 331,300 Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	Net Revenue (Expenditures)	(115,349)	80,200		(268,700)
Total Resources (Uses) - (100,000) - 600,000 TRANSFERS TO (FROM) FUND BALANCES Retained Earnings (115,349) (19,800) - 331,300 Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	OTHER SOURCES (USES)				
TRANSFERS TO (FROM) FUND BALANCES (115,349) (19,800) - 331,300 Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	Operating Transfer In (Out)		(100,000)	-	600,000
Retained Earnings (115,349) (19,800) - 331,300 Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	Total Resources (Uses)		(100,000)		600,000
Total Transfers To (From) Fund Balance (115,349) (19,800) - 331,300 Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	TRANSFERS TO (FROM) FUND BALANCES				
Beginning Fund Balance 3,823,691 3,558,342 3,708,342 3,708,342	Retained Earnings	(115,349)	(19,800)	-	331,300
	Total Transfers To (From) Fund Balance	(115,349)	(19,800)	-	331,300
Ending Fund Balance 3,708,342 3,538,542 3,708,342 4,039,642	Beginning Fund Balance	3,823,691	3,558,342	3,708,342	3,708,342
	Ending Fund Balance	3,708,342	3,538,542	3,708,342	4,039,642

Enterprise Funds are used to account for operations where the costs of providing goods or services to the student body, faculty and staff, or the general public are financed primarily through user fees.

^{*}Actual is presented on a budgetary basis.

^{**}Estimate is based upon 10 months of actual and 2 months of estimate.

Southwest Wisconsin Technical College Internal Service Fund*** 2022-23 Budgetary Statement of Resources, Uses, and Changes in Fund Balance

	2020-21 <u>Actual*</u>	2021-22 <u>Budget</u>	2021-22 Estimate**	2022-23 <u>Budget</u>
REVENUES Institutional Total Revenues	3,674,390 3,674,390	4,425,000	 :	<u>4,455,000</u> <u>4,455,000</u>
EXPENDITURES Auxiliary Services Total Expenditures	3,443,400 3,443,400	<u>4,435,000</u> 4,435,000		<u>4,455,000</u> 4,455,000
Net Revenue (Expenditures)	230,990	(10,000)	-	-
OTHER SOURCES (USES) Operating Transfer In (Out) Total Resources (Uses)				
TRANSFERS TO (FROM) FUND BALANCES Retained Earnings Total Transfers To (From) Fund Balance	230,990 230,990	(10,000)		
Beginning Fund Balance Ending Fund Balance	1,499,387 1,730,377	1,570,377 1,560,377	1,730,377 1,730,377	1,730,377 1,730,377

Internal Service Funds are used to account for the financing and related financial activity of goods and services provided by one department to other departments of the District on a cost reimbursement basis.

^{*}Actual is presented on a budgetary basis.

^{**}Estimate is based upon 10 months of actual and 2 months of estimate.

^{***}Our self-funded health insurance and dental insurance programs are processed through the Internal Service Fund.

E. 2022-23 Board Monitoring Schedule

Below is a draft 2022-23 Board Monitoring Schedule. This schedule provides an outline of when key items are brought to the board for approval or monitoring.

SOUTHWEST TECH BOARD MONITORING SCHEDULE JULY 2022 – JUNE 2023

DATE	ACTIVITY/PURPOSE	LOCATION
July 11, 2022	Southwest Tech Annual Board Meeting Oath of Office Election of Officers Three-year & Ten-Year Facilities Plan	Southwest Tech
July 12-13	WTCS Board Meeting	Western - LaCrosse
July 21-23	District Boards Association Summer Meeting	Northcentral - Wausau
August 17	Foundation Board Meeting	Southwest Tech
August 25	Southwest Tech Board Meeting Foundation Quarterly Report Real Estate Foundation Quarterly Report	Southwest Tech
To Be Determined	Real Estate Foundation Board Meeting	Southwest Tech
September 13-14	WTCS Board Meeting	Fox Valley - Appleton
September 22	Southwest Tech Board Meeting > Compliance Monitoring Report	Southwest Tech
October 20	Southwest Tech Board Meeting/Half-Day Retreat Resolution for Adoption of 2022 Tax Levy Fund & Account Transfers (2021-22 Budget Modifications) Review of Purchasing Activity WI Code of Ethics Resolution Foundation Quarterly Report Real Estate Foundation Quarterly Report Student Access Monitoring Report	Southwest Tech
Oct. 26-29	Association of Community College Trustees Leadership Congress	New York, NY
To Be Determined	District Boards Association Fall Meeting	To Be Determined
To Be Determined	Real Estate Foundation Board Meeting	Southwest Tech
November 2	Foundation Board Meeting	Southwest Tech
November 15-16	WTCS Board Meeting	MATC - Milwaukee
November 17	Southwest Tech Board Meeting > 2021-22 Budget Process	Southwest Tech
December 16	Southwest Tech Winter Graduation	Southwest Tech
December 22	Southwest Tech Board Meeting Financial Audit	Southwest Tech

DATE	ACTIVITY/PURPOSE	LOCATION
January 17 January 26	WTCS Board Meeting Southwest Tech Board Meeting	WTCS Office - Madison Southwest Tech
odiladi y 20	 ➢ Foundation Quarterly Report ➢ Real Estate Foundation Quarterly Report ➢ Safety & Security Monitoring Report 	Southwest resir
January	District Boards Association Legislative Seminar	Madison
To Be Determined	Real Estate Foundation Board Meeting	Southwest Tech
February 8	Foundation Board Meeting	Southwest Tech
To Be Determined	Association of Community College Trustees National Legislative Summit	Washington, DC
February 23	Southwest Tech Board Meeting > Budget Assumptions & Parameters	Southwest Tech
March 14-15	WTCS Board Meeting	Gateway - Kenosha
March 23	Southwest Tech Board Meeting > Quality Teaching & Learning Monitoring Report	Southwest Tech
To Be Determined	American Association of Community Colleges Annual Convention	To Be Determined
To Be Determined	District Boards Association Spring Meeting	To Be Determined
April 27	Southwest Tech Board Meeting > Out-of-State Tuition Waivers > Foundation Quarterly Report	Southwest Tech
To Be Determined	Real Estate Foundation Board Meeting	Southwest Tech
May 10	Foundation Board Meeting	Southwest Tech
May 16	WTCS Board Meeting	WTCS Office - Madison
May 18	Southwest Tech Board Meeting > Proposed Budget > State of College Report > Financial Sustainability Monitoring Report > President's Evaluation & Contract	To Be Determined
May 20	Southwest Tech Graduation	Southwest Tech
June 22	Southwest Tech Board Meeting > Public Budget Hearing/Approval > College Culture Monitoring Report	Southwest Tech
July 10, 2023	Southwest Tech Annual Board Meeting	Southwest Tech

F. *Staffing Update*

Krista Weber, Chief Human Resources Officer, will provide an update on College staffing. A summary follows:

	Name	Title	Status and/or Additional Info	Effective Date	Funding Source &/or Estimated Wage Range/Hired Salary
1	New Position	Medical Lab Tech Instructor- 50%	JoAnn Wiederholt	7/1/2021	BS: \$48,898 - \$77,750 AS: \$51,434 - \$81,781 MS: \$53,969 - \$85,811 Hired at \$58,000
2	New Position	Day Custodian LTE ending 12/31/2021	Alecia Hach	7/19/2021	A12 - Hourly Range: \$15.61 - \$18.73 Hired at \$15.80
3	Replacement	Evening Custodian	Chuck Merten	7/12/2021	A12 - Hourly Range: \$15.61 - \$18.73 Hired at \$16.00
4	Replacement	Academic Success Coach- Part-time LTE	Vickie Udelhoven	8/6/2021	B24 - Hourly Range: \$21.01 - \$27.31 Hired at \$25.00
5	Replacement	Student Services Administrative Assistant	Wanda Ware	9/1/2021	A13, Hourly Range \$16.98- \$20.37 Hired at \$18.00
6	New Position	Surgical Technology Instructor/Program Director	Rachel Huber	1/3/2022	BS: \$48,898 - \$77,750 AS: \$51,434 - \$81,781 MS: \$53,969 - \$85,811 Hired at \$64,000

	Name	Title	Status and/or Additional Info	Effective Date	Funding Source &/or Estimated Wage Range/Hired Salary
7	Replacement	Director of Grants	Amy Seeboth-Wilson	11/8/2021	D62-Salary Band: \$64,304 - \$93,241 Hired at \$84,000
8	Replacement	Academic Success Coach- Full-Time LTE	Janine Schmitz	12/6/2021	B24 - Hourly Range: \$21.01 - \$27.31 Hired at \$25.00
9	Replacement	Electrical Power Distribution Lab Assistant	Todd Kasper		B21 - Hourly Range: \$17.36 - \$22.57 Hired at \$20.50
10	Replacement	Grant Accountant	Crystal Brown	12/6/2021	C44-Salary Band: \$55,488 - \$77,683 Hired at \$57,000
11	Replacement	Agronomy Instructor	Andrew Dal Santo	1/3/2022	BS: \$48,898 - \$77,750 AS: \$51,434 - \$81,781 MS: \$53,969 - \$85,811 Hired at \$62,000
12	New	Business Management Instructor/Experiential Leaning Coordinator	Seth Henkel		C44-Salary Band: \$55,488 - \$77,683 Hired at \$64,000

IJ	Name	Title	Status and/or Additional Info	Effective Date	Funding Source &/or Estimated Wage Range/Hired Salary
13	Replacement	Data Analyst	Tyler Platz		D63-Salary Band: \$66,953 - \$97,083 Hired at \$85,000
14	New	Institutional Research Analyst	Re-posted		D63-Salary Band: \$66,953 - \$97,083
15	Replacement	Driver Education Coordinator	Logan Prochaska	1	C41-Salary Band: \$46,690 - \$65,366 Hired at \$61,800
16	Replacement	Mental Health Counselor	Holly Knapp		C44-Salary Band: \$55,488 - \$77,683 Hired at \$75,000
17	Replacement	Medical Lab Tech Program Director/Instructor	Karen Farner		BS: \$48,898 - \$77,750 AS: \$51,434 - \$81,781 MS: \$53,969 - \$85,811 Hired at \$66,000
18	Replacement	Medical Lab Tech Instructor- 50%	Offer Pending		BS: \$48,898 - \$77,750 AS: \$51,434 - \$81,781 MS: \$53,969 - \$85,811

Name	Title	Status and/or Additional Info	Effective Date	Funding Source &/or Estimated Wage Range/Hired Salary
19 New	Women's Golf Coach - Part- time	Carly Livingston	the second secon	Stipend -\$6,000 Hired at \$6,000
20 Replacement	Electromechanical Technician Instructor	Posted		BS: \$48,898 - \$77,750 AS: \$51,434 - \$81,781 MS: \$53,969 = \$85,811

Information and Correspondence

A. Enrollment Report

The 2021-22 FTE Comparison Enrollment Report and FY 2023 Application Report are below.

1. 2021-22 FTE Comparison YOY Report

- 2. 2022-23 FTE Comparison YOY Report

_	Southwest	*		Sch	ool Year	s 2019-20), 2020-21	, and 202 ⁻	1-22 FTE	Compar	ison	•
Program Code	Program Title		SY 19-20 05/11/20 Students	SY 20-21 05/10/21 Students	SY 21-22 05/09/22 Students	20 to '22 Student Change	21 to '22 Student Change	SY 19-20 05/11/20 FTE	SY 20-21 05/10/21 FTE	SY 21-22 05/09/22 FTE	20 to '22 FTE Change	21 to '22 FTE Change
10-101-1	Accounting		50	70	59	9	(11)	37.63	45.90	38.90	1.27	(7.00)
10-006-7	Agribusiness Science & Technology - AgBus Mgmt		14	9	14	-	5	14.20	4.57	13.93	(0.27)	9.37
10-006-5	Agribusiness Science & Technology - Agronomy		16	19	12	(4)	(7)	17.57	18.37	9.77	(7.80)	(8.60)
10-006-6	Agribusiness Science & Technology - Animal Science		29	20	29	-	9	29.50	16.57	23.60	(5.90)	7.03
10-102-3	Business Management		134	132	115	(19)	(17)	84.70	82.50	71.73	(12.97)	(10.77)
10-530-5	Cancer Information Management		95	111	86	(9)	(25)	50.97	55.90	52.33	1.37	(3.57)
10-504-X	Criminal Justice		46	49	45	(1)	(4)	37.23	33.37	31.97	(5.27)	(1.40)
10-316-1	Culinary Arts		6	6	5	(1)	(1)	2.77	5.10	5.60	2.83	0.50
10-317-1	Culinary Management		5	2		(5)	(2)	4.80	1.53		(4.80)	(1.53)
10-102-1	Data Analytics				5	5	5			2.27	2.27	2.27
10-510-6	Direct Entry Midwife		77	124	137	60	13	31.83	48.87	65.23	33.40	16.37
10-307-1	Early Childhood Education		45	63	50	5	(13)	31.63	43.43	32.03	0.40	(11.40)
10-620-1	Electro-Mechanical Technology		31	32	26	(5)	(6)	29.07	29.40	21.93	(7.13)	(7.47)
10-325-1	Golf Course Management		18	10	13	(5)	3	14.63	9.77	12.23	(2.40)	2.47
10-201-2	Graphic And Web Design		26	20	23	(3)	3	18.63	15.20	17.97	(0.67)	2.77
10-530-1	Health Information Technology		52	48	42	(10)	(6)	24.63	19.13	19.97	(4.67)	0.83
10-520-3	Human Services Associate		42	33	39	(3)	6	31.63	26.27	29.17	(2.47)	2.90
10-825-1	Individualized Technical Studies		2	3		(2)	(3)	1.00	1.40		(1.00)	(1.40)
10-620-3	Instrumentation and Controls Technology		10	4	1	(9)	(3)	7.57	0.90	1.20	(6.37)	0.30
10-150-2	IT-Network Specialist		24	27	23	(1)	(4)	13.23	14.53	12.07	(1.17)	(2.47)
10-196-1	Leadership Development		24	11	13	(11)	2	11.23	3.47	6.70	(4.53)	3.23

Program Code	Program Title	SY 19-20 05/11/20 Students	SY 20-21 05/10/21 Students	SY 21-22 05/09/22 Students	20 to '22 Student Change	21 to '22 Student Change	SY 19-20 05/11/20 FTE	SY 20-21 05/10/21 FTE	SY 21-22 05/09/22 FTE	20 to '22 FTE Change	21 to '22 FTE Change
10-513-1	Medical Laboratory Technician	21	21	20	(1)	(1)	16.37	14.57	14.93	(1.43)	0.37
_	Nonprofit Leadership		1	9	9	8		0.40	4.90	4.90	4.50
_	Nursing-Associate Degree	210	225	205	(5)	(20)	107.43	127.17	105.00	(2.43)	(22.17)
10-524-1	Physical Therapist Assistant	40	31	22	(18)	(9)	24.07	18.87	14.07	(10.00)	(4.80)
10-182-1	Supply Chain Management	44	25	33	(11)	8	25.43	10.97	15.20	(10.23)	4.23
10-499-5	Technical Studies-Journeyworker			1	1	1			0.30	0.30	0.30
	Total Associate Degree	1,061	1,096	1,027	(34)	(69)	667.77	648.13	623.00	(44.77)	(25.13)
31-101-1	Accounting Assistant	7	13	11	4	(2)	2.90	5.57	4.93	2.03	(0.63)
30-531-6	EMT-IV (Advanced EMT)	10		12	2	12	1.33		2.03	0.70	2.03
31-006-3	Agribusiness Science & Technology - Agronomy Tech		1	1	1	-		1.13	0.10	0.10	(1.03)
32-070-1	Agricultural Power & Equipment Technician	34	35	36	2	1	32.10	33.10	34.47	2.37	1.37
31-405-1	Auto Collision Repair & Refinish Technician	11	11	9	(2)	(2)	5.87	8.07	9.07	3.20	1.00
32-404-2	Automotive Technician	26	34	20	(6)	(14)	23.10	22.97	15.83	(7.27)	(7.13)
31-408-1	Bricklaying & Masonry	3		5	2	5	1.33		2.80	1.47	2.80
30-443-1	Building Maintenance & Construction	3	1	1	(2)	-	0.70	0.07	0.07	(0.63)	-
31-475-1	Building Trades-Carpentry	11	9	9	(2)	-	9.27	8.20	7.90	(1.37)	(0.30)
31-307-1	Child Care Services	9	5	4	(5)	(1)	4.73	3.40	2.10	(2.63)	(1.30)
30-420-2	CNC Machine Operator/Programmer	8	2	7	(1)	5	7.97	1.30	5.07	(2.90)	3.77
31-502-1	Cosmetology	29	19	26	(3)	7	19.83	13.60	19.23	(0.60)	5.63
30-504-2	Criminal Justice-Law Enforcement 720 Academy	17	14	7	(10)	(7)	12.23	9.33	5.13	(7.10)	(4.20)
31-317-1	Culinary Specialist	3			(3)	-	1.47			(1.47)	-
30-508-2	Dental Assistant	16	11	18	2	7	8.87	5.57	9.47	0.60	3.90
30-812-1	Driver and Safety Education Certification	26	27	13	(13)	(14)	5.80	5.50	2.10	(3.70)	(3.40)
31-413-2	Electrical Power Distribution	45	44	44	(1)	-	43.87	40.60	37.00	(6.87)	(3.60)
50-413-2	Electricity (Construction) Apprentice	19	20	23	4	3	2.47	3.03	3.07	0.60	0.03
30-531-3	Emergency Medical Technician	52	108	59	7	(49)	9.07	17.67	8.47	(0.60)	(9.20)
32-080-4	Farm Operations & Management - Ag Mechanics	2	9	11	9	2	1.67	7.60	10.10	8.43	2.50
31-080-6	Farm Operations & Management - Crop Operations	2	1		(2)	(1)	0.37	0.07		(0.37)	(0.07)
32-080-3	Farm Operations & Management - Dairy	16	8	8	(8)	-	14.73	5.97	6.97	(7.77)	1.00
	Farm Operations & Management - Dairy Technician	4	3	2	(2)	(1)	1.73	0.67	1.50	(0.23)	0.83
31-080-2	Farm Operations & Management - Farm Ag Maintenance	13	5	2	(11)	(3)	5.67	3.20	0.20	(5.47)	(3.00)
32-080-6	Farm Operations & Management - Livestock	1	1	3	2	2	0.93	1.03	2.73	1.80	1.70
31-080-7	Farm Operations & Management - Livestock Tech	3		1	(2)	1	1.70		0.77	(0.93)	0.77
50-413-1	Industrial Electrician Apprentice	8	10	6	(2)	(4)	1.40	1.67	0.80	(0.60)	(0.87)
31-620-1	Industrial Mechanic	4	4	1	(3)	(3)	3.43	3.97	0.47	(2.97)	(3.50)

Program		SY 19-20	SY 20-21	SY 21-22	20 to '22	21 to '22	SY 19-20	SY 20-21	SY 21-22	20 to '22	21 to '22
		05/11/20	05/10/21	05/09/22	Student	Student	05/11/20	05/10/21	05/09/22	FTE	FTE
Code	Program Title	Students	Students		Change	Change	FTE	FTE	FTE	Change	Change
	Laboratory Science Technician	4		11	7	6	2.13	2.80	5.27	3.13	2.47
	Mechatronics Technician Apprentice	6	-		(6)	(5)	1.60	1.27		(1.60)	(1.27
	Medical Assistant	33		31	(2)	(13)	24.57	34.40		27.93	(11.97
	Medical Coding Specialist	65		3	39	3	30.83	41.97	58.77		16.80
	Nail Technician	2				-	0.37	1.20	1.33	0.97	0.13
	Nursing Assistant	197		176	(21)	(61)	26.73	29.83	20.20	(6.53)	(9.63
	Plumbing Apprentice	20		21	1	3	3.52	2.52	4.17	0.65	1.65
	Security Operations	2			(2)	(1)	1.20	0.70		(1.20)	(0.70
	Supply Chain Assistant	3		6	3	(1)	0.37	3.93	2.43	2.07	(1.50
31-442-1	Welding	46	53	47	1	(6)	31.67	41.20	30.93	(0.73)	(10.27
	Total Technical Diploma	786	884	751	(35)	(133)	367.98	374.62	347.23	(20.75)	(27.38
0-800-1	Liberal Arts - Associate of Arts	24	31	51	27	20	8.50	9.73	18.67	10.17	8.93
0-800-2	Liberal Arts - Associate of Science	9	12	9	-	(3)	4.73	3.27	3.60	(1.13)	0.33
	Undeclared Majors	559	484	656	97	172	96.97	84.73	117.23	20.27	32.50
	Total Liberal Arts & Undeclared Majors	592	527	716	124	189	110.20	97.73	139.50	29.30	41.77
	Total	2,439	2,507	2,494	55	(13)	1,145.95	1,120.48	1,109.73	(36.22)	(10.75
	Percent of Change									-3.16%	-0.969
	Vocational Adult (Aid Codes 42-47)	3,041	2,982	3,091	50	109	63.56	61.55	62.22	(1.34)	0.67
	Community Services (Aid Code 60)	-	48	-	-	(48)	-	0.16	-	-	(0.16
	Basic Skills (Aid Codes 73,74,75,76)	313	231	337	24	106	38.43	43.07	64.77	26.33	21.70
	Basic Skills (Aid Codes 77 & 78)	693	312	161	(532)	(151)	36.60	11.77	7.10	(29.50)	(4.67
	Grand Total	6,486	6,080	6,083	(403)	3	1,284.54	1,237.03	1,243.82	(40.72)	6.79
	Total Percent of Change									-3.17%	0.559
					Budgeted	/Goal FTEs	1,300	1,275	1,250		
			% of B	udgeted/Goa	al FTEs Achiev		98.8%	97.0%	99.5%		
			,, ,, ,,	-	al Actual FTE		1,297	1,256			
			%		al FTEs Achiev		99.0%	98.5%			
		21			Es using histo		1,256	1,263			
			, ,			get be met	YES	YES			
	FTE YOY changes		'21 to '22								
	Associate degree seeking students	-6.7%									
	Tech Diploma seeking students	-5.6%									
	Associate of Arts/Science seeking students	68.3%									
	Undeclared students	20.9%									
			4 - 401								
	Non-degree students	-3.2%	15.1%								

2022-23 FTE Comparison Report

~	Southwest		Sch	ool Years	s 2020-21	, 2021-22	, and 2022	2-23 FTE	Compari	ison	·
Program Code	Program Title	SY 20-21 05/04/20 Students	SY 21-22 04/26/21 Students	05/09/22	21 to '23 Student Change	22 to '23 Student Change	SY 20-21 05/04/20 FTE	SY 21-22 04/26/21 FTE	SY 22-23 05/09/22 FTE	21 to '23 FTE Change	22 to '23 FTE Change
10-101-1	Accounting	41	31	35	(6)	4	19.20	15.13	13.93	(5.27)	(1.20)
10-006-7	Agribusiness Science & Technology - AgBus Mgmt	6	8	12	6	4	2.77	4.27	7.13	4.37	2.87
10-006-5	Agribusiness Science & Technology - Agronomy	13	9	5	(8)	(4)	7.53	4.40	2.70	(4.83)	(1.70)
10-006-6	Agribusiness Science & Technology - Animal Science	10	18	26	16	8	5.03	8.97	14.00	8.97	5.03
10-102-3	Business Management	80	41	58	(22)	17	35.37	18.17	25.37	(10.00)	7.20
10-530-5	Cancer Information Management	61	50	41	(20)	(9)	20.47	19.93	15.77	(4.70)	(4.17)
10-504-X	Criminal Justice	31	34	27	(4)	(7)	13.77	18.37	14.03	0.27	(4.33)
10-316-1	Culinary Arts	3	2		(3)	(2)	1.30	1.13		(1.30)	(1.13)
10-317-1	Culinary Management	1			(1)	-	0.40			(0.40)	-
10-102-1	Data Analytics			1	1	1			0.63	0.63	0.63
10-510-6	Direct Entry Midwife	25	65	63	38	(2)	7.77	25.37	24.83	17.07	(0.53)
10-307-1	Early Childhood Education	35	26	30	(5)	4	14.40	11.20	13.40	(1.00)	2.20
10-620-1	Electro-Mechanical Technology	22	19	15	(7)	(4)	10.73	9.57	7.83	(2.90)	(1.73)
10-325-1	Golf Course Management	8	7	9	1	2	3.77	3.90	4.63	0.87	0.73
10-201-2	Graphic And Web Design	15	19	24	9	5	7.00	8.97	11.20	4.20	2.23
10-530-1	Health Information Technology	22	24	25	3	1	6.87	8.57	7.87	1.00	(0.70)
10-520-3	Human Services Associate	16	22	28	12	6	7.83	11.07	14.63	6.80	3.57
10-825-1	Individualized Technical Studies	2			(2)	-	0.70			(0.70)	-
10-620-3	Instrumentation and Controls Technology	5	1	2	(3)	1	0.70	0.10	1.13	0.43	1.03
	IT-Network Specialist	10	10	16	6	6	5.13	5.07	6.80	1.67	1.73
10-196-1	Leadership Development	7	4	8	1	4	1.87	1.70	3.33	1.47	1.63
10-513-1	Medical Laboratory Technician	19	12	9	(10)	(3)	7.70	4.17	3.93	(3.77)	(0.23)
	Nonprofit Leadership		1	5	5	4		0.60	2.20	2.20	1.60
10-543-1	Nursing-Associate Degree	169	163	146	(23)	(17)	51.63	49.53	43.07	(8.57)	(6.47)
_	Physical Therapist Assistant	10	10	7	(3)	(3)	3.47	3.27	3.17	(0.30)	(0.10)
	Supply Chain Management	20	8	14	(6)	6	6.97	2.70	5.60	(1.37)	2.90
	Surgical Technology			6	6	6			4.13	4.13	4.13
	Technical Studies-Journeyworker			1	1	1			0.10	0.10	0.10
	Total Associate Degree	631	584	613	(18)	29	242.37	236.13	251.43	9.07	15.30
31-101-1	Accounting Assistant	6	3	6	_	3	2.40	1.00	2.40	-	1.40
	Agricultural Power & Equipment Technician	31		24	(7)	(3)	16.70	14.20	12.20	(4.50)	(2.00)
	Auto Collision Repair & Refinish Technician	9		6	(3)	(3)	5.03	5.03	3.40	(1.63)	(1.63)
	Automotive Technician	22		17	(5)	(1)	10.70	8.53	8.30	(2.40)	(0.23)
	Bricklaying & Masonry			= 1	- (3)	-		2.20		-	-
	Building Trades-Carpentry	9	8	6	(3)	(2)	4.73	4.20	2.97	(1.77)	(1.23)

Program		SY 20-21 05/04/20	SY 21-22 04/26/21	05/09/22	21 to '23 Student	22 to '23 Student	SY 20-21 05/04/20	SY 21-22 04/26/21	SY 22-23 05/09/22	21 to '23 FTE	22 to '23 FTE
Code	Program Title		Students		Change	Change	FTE	FTE	FTE	Change	Change
	Child Care Services	6	1	2	(4)	1	2.50	0.50	0.80	(1.70)	0.30
30-420-2	CNC Machine Operator/Programmer	1			(1)	-	0.37			(0.37)	-
	Cosmetology	16		27	11	12	7.77	7.33	13.00	5.23	5.67
	Dental Assistant	10		12	2	(1)	5.33	6.93	6.40	1.07	(0.53)
	Driver and Safety Education Certification	3			(3)		0.30			(0.30)	-
	Electrical Power Distribution	39	34	43	4	9	19.17	16.53	20.73	1.57	4.20
	Electricity (Construction) Apprentice			13	13	13			0.87	0.87	0.87
30-531-3	Emergency Medical Technician		1		-	(1)		0.43		-	(0.43)
	Farm Operations & Management - Ag Mechanics	6	10	6	-	(4)	3.00	4.57	3.03	0.03	(1.53)
32-080-3	Farm Operations & Management - Dairy	7	5	7	-	2	2.90	2.47	3.70	0.80	1.23
31-080-2	Farm Operations & Management - Farm Ag Maintenance	1	1	4	3	3	0.30	0.10	1.23	0.93	1.13
32-080-6	Farm Operations & Management - Livestock	1	3	4	3	1	0.57	1.53	2.07	1.50	0.53
31-080-7	Farm Operations & Management - Livestock Tech		1	2	2	1		0.47	0.63	0.63	0.17
50-413-1	Industrial Electrician Apprentice	3	3		(3)	(3)	0.20	0.20		(0.20)	(0.20)
	Industrial Mechanic	2		1	(1)	1	1.13		0.57	(0.57)	0.57
31-154-6	IT-Computer Support Technician	7	3	8	1	5	3.33	1.40	3.93	0.60	2.53
31-509-1	Medical Assistant	22	23	16	(6)	(7)	10.97	10.10	7.40	(3.57)	(2.70)
31-530-2	Medical Coding Specialist	26	66	46	20	(20)	8.90	26.00	14.40	5.50	(11.60)
30-504-4	Nail Technician	1	1	1	-	-	0.17	0.17	0.17	-	-
30-543-1	Nursing Assistant	24	13	26	2	13	2.57	0.87	2.13	(0.43)	1.27
50-427-5	Plumbing Apprentice		1	8	8	7		0.10	0.73	0.73	0.63
31-182-1	Supply Chain Assistant		3	2	2	(1)		0.93	0.40	0.40	(0.53)
31-442-1	Welding	31	21	29	(2)	8	15.47	10.37	14.73	(0.73)	4.37
	Total Technical Diploma	283	283	316	33	33	124.50	123.97	126.20	1.70	2.23
20-800-1	Liberal Arts - Associate of Arts	16	11	19	3	8	3.33	2.00	3.87	0.53	1.87
20-800-2	Liberal Arts - Associate of Science	5	2	5		3	1.17	0.33	1.17	-	0.83
20 000 2	Undeclared Majors	62	31	68	6	37	8.60	2.83	9.47	0.87	6.63
	Total Liberal Arts & Undeclared Majors	83	44	92	9	48	13.10	5.17	14.50	1.40	9.33
	Total	997	911	1,021	24	110	379.97	365.27	392.13	12.17	26.87
	Percent of Change									3.20%	7.36%
	Venetional Adult / Aid Codes 42 47	40.	200	240	(==)	60	0.22	F 0.	0.40	/0.70\	2 55
	Vocational Adult (Aid Codes 42-47)	404	280	349	(55)		9.22	5.94	8.49	(0.73)	2.55
	Basic Skills (Aid Codes 77 & 78)	106	101	83	(23)	(18)	-		-		
	Grand Total	1,507	1,292	1,453	(54)	161	389.19	371.21	400.62	11.43	29.41
	Total Percent of Change									<u>2.94</u> %	7.92%
					Budgeted	/Goal FTEs	1,275	1,250	1,250		
			% of B	udgeted/Go	al FTEs Achiev	ed to date	30.5%	29.7%	32.0%		

B. Chairperson's Repo	T.	ľ
-----------------------	----	---

1. Executive Board Leadership Ad Hoc Committee Review

C. College President's Report

1. Review Governance Policies 2.3: Monitoring College Effectiveness and 2.4: President's Performance Review

2.3 - MONITORING COLLEGE EFFECTIVENESS

The Board shall monitor College effectiveness in meeting Board policies. Monitoring will be done in a way to permit the Board to use most of its time to create the future rather than review the past.

College effectiveness may be monitored in one or more of three ways:

- INTERNAL REPORTS Disclosure of compliance information to the Board from the President. Internal reports follow a yearly established Monitoring Plan and include but are not limited to:
 - a. Monitoring Reports (Template attached to the policy as Exhibit A)
 - 1) Compliance
 - 2) Student Access
 - 3) Campus Safety and Security
 - 4) Quality Teaching and Learning
 - 5) Financial Sustainability
 - 6) College Culture
 - b. Budget Priorities
 - c. Foundation and Real Estate Foundation Quarterly Reports
 - d. State of the College
 - e. Three-Year Master Facilities Plan
 - f. Board Special Requests
- EXTERNAL REPORTS Disclosure of compliance information by an external auditor or other persons or entities external to the institution. External reports include but are not limited to:
 - a. Financial Audit/Management Reports
 - b. Licensing Examination Results
 - c. Accreditation Reports
 - d. WTCS Outcomes-Based Funding Report
- DIRECT BOARD INSPECTION Discovery of compliance information by an ad hoc committee, or the Board as a whole. This is an inspection of documents, activities, or circumstances directed by the Board which allows a test of policy compliance.

As a result of the Board's monitoring, the Board shall review policies and make any adjustments necessary to improve College effectiveness with monitoring charts to be developed.

Adopted: Reviewed: 1/24/02

Reviewed:

1/16/03, 10/25/07

Exhibit A

Board Monitoring Report

Council - College Health Indicator - Date

EXECUTIVE SUMMARY

Alignment with Mission, Vision, Values, and Purposes

Alignment with Strategic Directions

Competitive Positioning Statement (What matters now? What are the opportunities?)

RECOGNIZING AND VALUING PEOPLE

PRESENTATION OF THE DATA

- 1. Broad College Health Indicators
- 2. Key Trend Data
- 3. Lead Data
- 4. Analysis

STRENGTHS

- 1.
- 2.

3.

WEAKNESSES

- 1.
- 2.
- 3.

STRATEGIC INITIATIVES DESIGNED TO IMPROVE OUR PERFORMANCE

- 1. Charter, or similar information, for top priority
- 2. Charter, or similar information, for second priority
- 3. Charter, or similar information, for third priority

APPENDIX

- 1. Raw Data
- 2. Exhibits

2.4 - PRESIDENT'S PERFORMANCE REVIEW

Monitoring the President's performance is synonymous with monitoring organizational performance against Board policies on Ends and on Executive Limitations. The Board will evaluate performance in a manner as to have systematic assurance of policy compliance, including accomplishments of Ends. Performance review for the President will occur at a minimum of once a year.

An annual evaluation will occur according to the following timetable:

- Prior to the May Board meeting, the President will provide a written summary related to the performance review since the previous July. At the May Board meeting, the President will provide an oral summary of the report and answer questions.
- 2. The Board will discuss the report and the job performance of the President.
- The Board Chairperson will draft a narrative performance report based upon the Board's discussion at the May meeting. The Board's final written performance report will be shared with the President prior to June 30.
- The Board will provide direction to the President for the following year's initiatives and take appropriate action for contract renewal at the June Board meeting.
- 5. The Board will take action on the President's compensation annually.

Adopted:

1/24/02

Reviewed:

1/16/03, 10/25/07

- 2. July Annual Meeting
- 3. College Happenings

D. Other Information Items

Establish Board Agenda Items for Next Meeting

A. Agenda

- 1. Public Budget Hearing/Approval
- 2. College Culture Monitoring Report
- 3. Final Board Monitoring Schedule

B. Time and Place

Thursday, June 23, 2022 – 6:30 p.m. Public Budget Hearing followed immediately by the Board meeting on Southwest Tech's campus, Conference Room 430.

Adjourn to Closed Session

- A. Consideration of adjourning to closed session for the purpose of
 - 1. **Discussing personnel 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.}
- B. Approval of Closed Session Minutes of February 24, April 22 and 25, 2022

Reconvene to Open Session

A. Action, if necessary, on Closed Session Items

Adjournment