



# **Southwest Wisconsin Technical College**

## **District Board Meeting**

**Annual Meeting**

**July 8, 2024**

Held at

**Southwest Tech**  
1800 Bronson Boulevard  
Fennimore, WI 53809

Conference Room 430

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**Annotated Agenda**



**DISTRICT BOARD ANNUAL MEETING NOTICE/AGENDA**

Monday, July 8, 2024  
Southwest Tech Campus  
1800 Bronson Boulevard, Fennimore, WI 53809  
Conference Room 430

5:00 – 6:45 p.m.: Board Professional Development/Training Provided virtually by the Aspen Institute. <https://aspeninstitute.zoom.us/j/98226889162>  
(The District Board members will be in Room 430. Aspen facilitators are attending over Zoom.)

6:45 p.m.: The Board’s working dinner is served.

7:00 p.m.: District Board Annual Meeting.  
(This meeting is In-Person only in Room 430.)

**ANNOTATED AGENDA**

**OPEN MEETING**

The following statement will be read: “The Southwest Wisconsin Technical College District Board’s July 8, 2024, professional development training and annual meeting is called to order. This is open to the public and in compliance with State Statutes. Notice has been sent to the press, posted on the College’s website at [www.swtc.edu/about/board/meetings](http://www.swtc.edu/about/board/meetings), and posted on campus, CESA 3, and at the Fennimore City Office in an attempt to make the general public aware of the time, place, and agenda.”

**A. Roll Call**

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

The Aspen Institute’s Sandy Shugart, Lead Facilitator, and Leanne Wieland, Senior Program Designer, will join virtually over Zoom for professional development/training with the Board from 5:00 – 6:45 p.m.:

**ASPEN INSTITUTE BOARD PROFESSIONAL DEVELOPMENT/TRAINING**

- 5:00 - 5:05 Welcome and Introduction**
- 5:05 - 5:45 Policies that Support the Reform Agenda**
- 5:45 - 6:40 Working Theory Exercise: Aligning Metrics with College Policies**
- 6:40 - 6:45 Next Steps**



## **OPEN MEETING**

### **A. Oath of Office – Recently Appointed Board Members**

Kent Enright, Don Tuescher, and Jane Wonderling will read the oath of office as returning trustees to the Southwest Wisconsin Technical College District Board.

## **CONSENT AGENDA**

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

The July 8, 2024, professional development/training and annual board meeting agenda is included in the electronic Board material.

### **B. Minutes of the May 23, 2024, Regular Board Meeting**

The minutes of the June 20, 2024, regular Board 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 239 contracts totaling \$1,303,479.40 in June 2024 being presented for Board approval. The Contract Revenue Report is included within the electronic Board packet of Approval.

### **E. Personnel Items**

The Personnel Report includes a recommendation for three promotions/transfers; one retirement; one transition to part-time; and three resignations. The report is included in the electronic Board packet.

**Recommendation:** Approve the July 8, 2024, Consent Agenda as presented.

## **OTHER ITEMS REQUIRING BOARD ACTION**

### **A. Election of 2024-25 Board Officers**

Election of District Board officers for the 2024-25 fiscal year will be conducted at this time. Governance Policy 1.6 - The officers of the Board shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer.

- 1. The officers shall be elected at the annual organizational meeting of the Board on the second Monday in July. The Chair for the past year shall conduct the entire organizational meeting. Newly elected officers take office "upon adjournment" of the organizational meeting.*

## **B. Approval of 2024-25 Signatory Authority Policy**

Per Southwest Wisconsin Technical College District Board Governance Policies, only designated Board Officers, the President, or the President's designees as approved by the District Board may commit the College to any official or legally binding transactions, invoices, agreements, contracts, applications, diplomas, certifications, letters, or similar documents. At the District Board's annual organizational meeting in July, the Board reviews and authorizes a policy statement defining who in the organization has the authority to sign for the College. The Signatory Authority Policy with those individuals designated to sign on behalf of the College for 2024-25 is available with all other electronic Board material.

***Recommendation*** – *Approve, as presented, the Signatory Authority Policy identifying those individuals designated for 2024-25 with the authority to sign official or legally binding documents.*

## **C. Designation of 2024-25 College Legal Counsel**

Letters of engagement were received from the following legal counsels and are included within the electronic Board packet of materials:

- *General Legal Services* – Incumbent firm Boardman Clark, LLP, Fennimore, WI
- *Labor & Employment, Immigration, Litigation, College Administration, Education Law, and Contract Law* – Jon Anderson of Husch Blackwell, LLP, Madison, WI
- *Bond Counsel* – Allison Buchanan of Quarles & Brady, LLP, Milwaukee, WI

***Recommendation:*** *Retain the following law firms for 2024-25: Boardman Clark, LLP, Fennimore, WI, for General Legal Services; Jon Anderson of Husch Blackwell, LLP, Madison, WI, for Labor & Employment, Immigration, Litigation, College Administration, Education Law, and Contract Law; and Allison Buchanan of Quarles & Brady, LLP, Milwaukee, WI for Bond Counsel.*

## **D. Approval of Platteville Outreach Site Lease**

The electronic Board material includes a request for the Wisconsin Technical College System Board to approve the extension of the College's lease at the current Platteville Outreach site. The request includes a SWTC Board resolution indicating district Board approval.

***Recommendation:*** *Approve the resolution exercising the 60-month lease renewal option with General Capital Development, LLC, beginning January 1, 2025, and ending on December 31, 2029, for approximately 2500 square feet of classroom/office space located at 150 East Pine Street, Platteville, WI, 53818, contingent upon Wisconsin Technical College System board approval.*

**E. Approval of 3-Year Facilities Plan**

The electronic Board information includes the Three-Year Facilities Plan 2024-2027. This annual plan is required by the Wisconsin Technical College System to be approved by the District Board and submitted to the State Board. Dan Imhoff, Executive Director of Facilities, Safety, and Security will present the report.

**Recommendation** – *Approve the Three-Year Facilities Plan 2024-2027, as presented.*

**F. Approval 10-Year Facilities and Financing Plan**

Dan Imhoff and Caleb White will present the Ten-Year Facilities and Financing Plan, which is included with the electronic Board material.

**Recommendation** – *Approve the Ten-Year Facilities and Financing Plan, as presented.*

**BOARD MONITORING OF COLLEGE EFFECTIVENESS**

**A. 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.

**B. Project RISE Update**

Heath Ahnen, Executive Director of IT Services, will provide an update on Project RISE.

**INFORMATION AND CORRESPONDENCE**

**A. Enrollment Report and Student Success Scoreboard**

**1. 2024-25 Year-Over-Year FTE Comparison**

Katie Glass, Chief Communications Officer, will be available for any questions on the report. The report is included in the electronic Board packet.

**2. Student Success Scoreboard**

Holly Clendenen, Chief Student Services Officer, will be available for any questions on the report. The report is included in the electronic Board packet.

**B. Chairperson’s Report**

**1. District Boards Association (DBA) 2024-25 Committee Appointments**

Included in the Board material is information on the District Boards Association Committees. Committee representatives will need to be determined at the Board meeting.

**2. Designate Southwest Tech Foundation Board and Real Estate Foundation Board Representatives**

The Board will designate a 2024-25 representative for the Southwest Tech Foundation Board and Real Estate Foundation Board.

- C. College President's Report
  - 1. Feedback from DMI on Board Governance Policy 2.6 - Acting & Interim President
  - 2. Acting President Debrief
  - 3. College Happenings

D. Other Information Items

**ESTABLISH BOARD AGENDA ITEMS FOR NEXT MEETING (REGULAR MEETING)**

A. Agenda

- 1. Student Success Agenda – Academic Maps with Supports, & Services
- 2. Approval of College Culture Board Monitoring Report
- 3. 5-Year Affirmative Action Plan
- 4. Foundation Quarterly Report & Real Estate Foundation Quarterly Report

B. Time and Place

6:00 p.m., Thursday, August 22, 2024, Southwest Tech Conference Room 430, 1800 Bronson Blvd., Fennimore, WI 53809

**ADJOURN TO CLOSED SESSION**

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

- 1. Discussing personnel issues 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 June 20, 2024.

**RECONVENE TO OPEN SESSION**

A. Action, if necessary, on Closed Session Items

**ADJOURNMENT**

## **Open Meeting**

The following statement will be read: “The July 8, 2024, Southwest Wisconsin Technical College Board professional development training and annual meeting is called to order. This is open to the public and in compliance with State Statutes. Notice of the meeting has been sent to the press and posted on the College’s website at [www.swtc.edu/about/board/meetings](http://www.swtc.edu/about/board/meetings). Notice is also posted on Campus, CESA3, and the Fennimore City Office 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**

## **Aspen Institute Professional Development/Board Training**

The Aspen Institute’s Sandy Shugart, Lead Facilitator, and Leanne Wieland, Senior Program Designer, will join virtually over Zoom for professional development/training with the Board from 5:00 – 6:45 p.m.

### **Session Goals:**

- Trustees will reflect on the importance of the reform agenda at SWTC and the role of the board in monitoring student success.
- Trustees will engage in a “working theory” exercise to discuss the impact of a policy framework on the sustainability and scalability of student success reforms.

## **Open Meeting**

### **A. Oath of Office – Recently Appointed Board Members**

Kent Enright, Don Tuescher, and Jane Wonderling will read the oath of office as returning trustees to the Southwest Wisconsin Technical College District Board.

## **Consent Agenda**

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



## **DISTRICT BOARD ANNUAL MEETING NOTICE/AGENDA**

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Southwest Tech Campus  
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Conference Room 430

- 5:00 – 6:45 p.m.: Board Professional Development/Training Provided virtually by the Aspen Institute. <https://aspeninstitute.zoom.us/j/98226889162>  
(The District Board members will be in Room 430. Aspen facilitators are attending over Zoom.)
- 6:45 p.m.: The Board’s working dinner is served.
- 7:00 p.m.: District Board Annual Meeting.  
(This meeting is In-Person only in Room 430.)

### **AGENDA**

#### **OPEN MEETING**

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

#### **ASPEN INSTITUTE BOARD PROFESSIONAL DEVELOPMENT/TRAINING**

- 5:00 - 5:05 Welcome and Introduction
- 5:05 - 5:45 Policies that Support the Reform Agenda
- 5:45 - 6:40 Working Theory Exercise: Aligning Metrics with College Policies
- 6:40 - 6:45 Next Steps

#### **OPEN MEETING**

- A. Oath of Office – Recently Appointed Board Members

#### **CONSENT AGENDA**

- A. Approval of Agenda
- B. Minutes of the June 20, 2024, Regular Board Meeting

- C. Financial Reports
  - 1. Purchases Greater than \$2,500
  - 2. Treasurer’s Cash Balance
  - 3. Budget Control
- D. Contract Revenue
- E. Personnel Items

**OTHER ITEMS REQUIRING BOARD ACTION**

- A. Election of 2024-25 Board Officers
- B. Approval of 2024-25 Signatory Authority Policy
- C. Designation of 2024-25 College Legal Counsel
- D. Approval of Platteville Outreach Site Lease
- E. Approval of 3-Year Facilities Plan
- F. Approval 10-Year Facilities and Financing Plan

**BOARD MONITORING OF COLLEGE EFFECTIVENESS**

- A. Staffing Update
- B. Project RISE Update

**INFORMATION AND CORRESPONDENCE**

- A. Enrollment Report and Student Success Scoreboard
  - 1. 2024-25 Year-Over-Year FTE Comparison
  - 2. Student Success Scoreboard
- B. Chairperson’s Report
  - 1. District Boards Association (DBA) 2024-25 Committee Appointments
  - 2. Designate Southwest Tech Foundation Board and Real Estate Foundation Board Representatives
- C. College President’s Report
  - 1. Feedback from DMI on Board Governance Policy 2.6 - Acting & Interim President
  - 2. Acting President Debrief
  - 3. College Happenings
- D. Other Information Items

**ESTABLISH BOARD AGENDA ITEMS FOR NEXT MEETING (REGULAR MEETING)**

- A. Agenda
  - 1. Student Success Agenda – Academic Maps with Supports, & Services
  - 2. Approval of College Culture Board Monitoring Report
  - 3. 5-Year Affirmative Action Plan
  - 4. Foundation Quarterly Report & Real Estate Foundation Quarterly Report
- B. Time and Place
  - 6:00 p.m., Thursday, August 22, 2024, Southwest Tech Conference Room 430, 1800 Bronson Blvd., Fennimore, WI 53809

**ADJOURN TO CLOSED SESSION**

- A. Consideration of adjourning to a closed session for the purpose of
  - 1. Discussing personnel issues 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 June 20, 2024.

**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](mailto:DISABILITYSERVICES@SWTC.EDU).}

***B. Approval of Minutes from the June 20, 2024,  
Board Meeting***



**MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF SOUTHWEST WISCONSIN TECHNICAL COLLEGE  
JUNE 20, 2024**

Following the 6:00 p.m. Public Budget Hearing, the Board of Southwest Wisconsin Technical College met in an open session of a regular meeting commencing at 6:15 p.m. on June 20, 2024, in Room 430, on the District Campus, located at 1800 Bronson Boulevard, in the City of Fennimore, Grant County, Wisconsin. The following members were present:

Charles Bolstad, David Blume, Kent Enright, Tracy Fillback, Chris Prange, and Donald Tuescher.  
Absent: Jeanne Jordie, Steve Williamson, and Jane Wonderling

Others present for all, or a portion, of the meeting included:  
Southwest Tech Acting President and Chief Student Services Officer Holly Clendenen and College Staff: Sara Bahl, Margaret Chubb, Katie Glass, Mandy Henkel, Dan Imhoff, Riley Klein, Cynde Larsen, Lori Needham, Krista Weber, Caleb White, and Kris Wubben

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





## **BOARD MEETING NOTICE/AGENDA**

Thursday, June 20, 2024

6:00 p.m. – Budget Hearing

Regular Board Meeting - Immediately Following Budget Hearing

Southwest Tech Campus

1800 Bronson Boulevard, Fennimore, WI 53809

Conference Room 430

\*Student Success Plan Activity will be held in Room 430, Room 440, & Cafeteria\*

### **AGENDA**

#### **OPEN MEETING**

The following statement will be read: “The June 20, 2024, Southwest Wisconsin Technical College Board regular meeting 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](http://www.swtc.edu/about/board/meetings), posted on campus, at CESA 3, and the Fennimore City Office 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**

- C. Consideration of adjourning to a closed session for the purpose of
  - 1. Discussing the President’s contract per Wisconsin Statutes 19.85(1)(c) {Considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.}
  - 2. Discussing personnel issues 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.}
- D. Approval of Closed Session Minutes from March 28, 2024.

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

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

#### **STUDENT SUCCESS AGENDA**

- A. \*Student Success Plan Activity – Budget Planning
  - Board members will break into small groups for a short scenario activity where they act as students and engage with Financial Aid staff members – Sara Bahl, Margaret Chubb, and Riley Klein - to complete the budget planning portion of a Student Success Plan.
- B. Feedback and Discussion of Opportunities
  - The Board members will return to Room 430 for a short debrief on the activity.

### **CONSENT AGENDA**

- A. Approval of Agenda
- B. Minutes of the May 23, 2024, Regular Board Meeting
- C. Financial Reports
  - 1. Purchases Greater than \$2,500
  - 2. Treasurer's Cash Balance
  - 3. Budget Control
- D. Contract Revenue
- E. Personnel Items

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

- A. Approval of 2024-25 Budget
- B. Approval of Darlington Outreach Site Lease
- C. Approval of Digital Automated Forms RFP

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

- A. Bridging District Workforce Data to SWTC Programming
- B. Staffing Update

### **INFORMATION AND CORRESPONDENCE**

- A. Enrollment Report
  - 1. 2024-25 Year-Over-Year FTE Comparison
  - 2. Student Success Scoreboard
- B. Chairperson's Report
- C. Acting College President's Report
  - 1. Update Regarding the Legal Services RFP
  - 2. Building a Scaled Culture of Continuous Improvement in Teaching & Learning at SWTC
  - 3. Aspen 2025 Community College Excellence Prize
  - 4. College Happenings
- D. Other Information Items

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

- A. Agenda
  - 1. Professional Development – Aspen Institute (Remote)
  - 2. Oath of Office
  - 3. Election of 2024-25 Board Officers
  - 4. Approval of 2024-25 Signatory Policy
  - 5. Designation of 2024-25 College Legal Counsel
  - 6. Approval of 3-Year Facilities Plan
  - 7. Approval of 10-Year Facilities and Financing Plan
- B. Time and Place
  - 1. Monday, July 8, 2024, Southwest Tech's Room 430, 1800 Bronson Blvd., Fennimore, WI 53809
  - 2. 5:00 – 7:00 p.m.: Professional Development (Virtually led by Aspen Institute), followed by the Annual Meeting.

### **ADJOURNMENT**

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

The Board engaged in an interactive activity, followed by a short debrief, focusing on the Budget Planning portion of a Student Success Plan. The activity was led by Financial Aid staff members Sara Bahl, Margaret Chubb, and Riley Klein.

Mr. Tuescher moved, seconded by Mr. Prange, to adjourn to a closed session to discuss the President's contract per Wisconsin Statutes 19.85(1)(c) and personnel issues per Wis. Stats. 19.85(1)(c). Upon roll call vote, all present members voted affirmatively: Mr. Blume, Mr. Bolstad, Mr. Enright, Ms. Fillback, Mr. Prange, and Mr. Tuescher. The motion carried, and the meeting adjourned to a closed session at 6:16 p.m. The Board reconvened to an open session at 7:02 p.m.

Upon returning to open session, the Board acted on the closed session item regarding the President's contract. Mr. Enright moved, seconded by Mr. Tuescher, to offer President Jason S. Wood a 2% raise for the 2024-25 fiscal year, a one-year \$20,000 bonus to be paid in July 2024, and a contract extension through June 30, 2027. Upon roll call vote, all present members voted affirmatively: Mr. Blume, Mr. Enright, Ms. Fillback, Mr. Prange, Mr. Tuescher, and Mr. Bolstad.

After a review of the Consent Agenda, including the June 20, 2024, agenda; May 20, 2024, Board meeting minutes; financial reports; forty contracts totaling \$182,968.08 in May 2024; the employment recommendations of Anna Dickman, Communication Instructor, and Elizabeth Moellers, Math Instructor; and the retirement of Mary Johannesen, Career Prep & Enrollment Coordinator, Mr. Tuescher moved, seconded by Ms. Fillback, to approve the Consent Agenda, as presented. The motion was unanimously adopted.

Caleb White, Vice President for Administrative Services, presented the 2024-25 Budget. The budget had been outlined at the public hearing preceding the Board meeting. The FY2025 budget was built on a slight increase (4.2 % estimated) in revenue levels compared to 2023-24, estimated enrollments of 1,355 FTEs, and estimated expenditures of \$27,661,650. The estimated projected tax effect on \$100,000 of property value is \$91.47. Mr. Tuescher moved, seconded by Mr. Prange, to approve the 2024-25 Budget as presented. Upon roll call vote, all present members voted affirmatively: Mr. Tuescher, Mr. Prange, Ms. Fillback, Mr. Enright, Mr. Blume, and Mr. Bolstad. The motion was unanimously adopted.

The 2024-25 lease agreement for the Darlington Outreach site was reviewed. Mr. Tuescher moved, seconded by Mr. Enright, to 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, 2024, through June 30, 2025. The motion was unanimously adopted.

The request for proposals (RFP) for a digital automated forms platform was reviewed by the Board. In summary, the public opening was held on Tuesday, May 28, 2024, with three vendors responding, two of which submitted all required information. Mr. Enright moved, seconded by Ms. Fillback, to award the RFP for Digital Automated Forms to Droplet of Lehi, Utah, in the amount of \$33,499.00, for a three-year term beginning July 1, 2024. The motion was unanimously adopted.

Extending the programming data discussion from the May 23, 2024, meeting, Cynde Larsen, Chief Academic Officer, Mandy Henkel, Director of College Effectiveness/Accreditation, and Kris Wubben, Executive Dean, shared a real-time case study to highlight data use for a possible Advanced Manufacturing degree.

Krista Weber, Chief Human Resources Director, summarized open positions under the College Staffing report. Current open positions include a Nursing Instructor, Cosmetology Instructor, IT Support Specialist, Advisor, and Student Engagement Coordinator/Athletic Director.

Katie Glass, Chief Communications Officer, presented the 2024-25 Comparison Year-Over-Year FTE Report indicating that the report shows a -1.4% decrease compared to last year.

Ms. Glass and Holly Clendenen, Acting President and Chief Student Services Officer, presented an update on the advancement made on Student Success Plans. As of June 12, 2024, 724 student plans are in progress. 403 plans have been completed. 445 Career Assessments are fulfilled; 488 students have a completed Financial Budget Plan; and 956 students have a completed Academic Map with a Support Service Plan. It was also noted that 372 students have completed plans before classes start.

Under the Chairperson's Report:

- Board member, David Blume, will be giving the graduation speech at Prairie du Chien Correction Facility's graduation ceremony on Friday, June 21, 2024.
- The fall District Boards Association (DBA) meeting will be at Fox Valley in November. There may be a date change. More information will be reported as it is known.

Under the Acting President's Report and College Happenings:

- An RFP opening for legal services was held earlier in the month without any proposals received.
- Board members reflected and shared responses on the guided questions "What are your thoughts on the sustainability and effectiveness of Team Action Plans for maintaining and further enhancing teaching quality and student success at the college? Are there other ways we could utilize Team Action Plans for continuous improvement?"
- SWTC was again named as a finalist for the Aspen Institute's 2025 Aspen Prize for Community College Excellence. Awarded every two years, the Aspen Prize honors

colleges with outstanding performance in six critical areas: teaching and learning, certificate and degree completion, transfer and bachelor's attainment, workforce success, broad access to the college and its offerings, and equitable outcomes for students of color and students from low-income backgrounds. The winner will be announced in the spring of 2025. Aspen will be on site for an evaluation visit on October 30-31, 2024.

- The Aspen: Unlocking Opportunities team has been working on the review of quantitative goals versus actual.
- The executive team has scheduled retreat days focused on strategic directions.
- Dedication to the improvement of Project RISE is still a focus. There are still challenges. A comprehensive update will be brought to the Board at the August meeting.
- The closing for the land purchase is scheduled for July 31, 2024.
- Plans are underway to break ground on the new student housing unit next week.

There were not any Other Informational Items discussed.

Without further business to discuss Mr. Tuescher moved to adjourn, with Mr. Blume seconding the motion. The motion carried, and the meeting adjourned at 8:31 p.m.

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Kent Enright, Secretary

**C. Financial Reports**

**1. Purchases Greater than \$2,500**

**SOUTHWEST WISCONSIN TECHNICAL COLLEGE  
PURCHASES GREATER THAN \$2,500  
FOR THE PERIOD 6/01/2024 - 6/30/2024**

<b>Expenditure</b>			
<b>Vendor</b>	<b>Invoice #</b>	<b>Description</b>	<b>Amount</b>
Trane	314621304	COIL REPLACEMENT	55,501.50
Fennimore Utilities	6.4.24 STMT	UTILITIES	21,778.82
Trane	314591732	6.1.24-5.31.24 BILLING PERIOD	18,034.49
Trane	314614860	BLDG 400 COMPRESSOR REPLACEMENT	16,863.84
Western Tech	000016999	PLUMBING APPRETICESHIP	12,143.10
KW2	057551	LATINE STUDENTS MEDIA	12,000.00
Great West	6.10.24 WI DEF COMP	WI DEFERRED COMP	9,042.59
Delta	805921	DENTAL CLAIMS	6,581.01
CLA	L241257984	AUDIT SERVICES 6/30/23	6,300.00
M.C. Dean	23C275M01002	5.31-6.30.25 ANNUAL BILLING	5,900.00
Symetra	A112249	6.1-6.30.24 RETIREMENT	5,474.04
WageWorks	INV6634496	HRA 2021	4,758.95
Madison National	1627050 6.1.24	NATIONAL INS	4,563.08
US Omni	6.10.24 VANGUARD	6.10.24 VANGUARD PMT	4,404.21
Warco	10.17.22 TRAVEL	MOTOR COACH TRAVEL 10.17.22	3,300.00
WE	5067711320	UTILITIES	3,173.37
Pcard - JB Tools	1002596	Insulated Tools	2,813.28
Constellation	4055406	UTILITIES	2,505.04

**Total Invoices** **\$195,137.32**

<b>Bank Withdrawals</b>			
<b>Vendor</b>	<b>Transaction Date</b>	<b>Audit Trail</b>	<b>Amount</b>
			0.00

**Total Bank Withdrawals** **\$0.00**

<b>Payroll</b>		
<b>Payroll Period</b>	<b>Payroll Date</b>	<b>Amount</b>
06/21/2024 Payroll	6/21/2024	401,295.16
06/07/2024 Payroll	6/7/2024	367,869.44

**Total Payroll** **\$769,164.60**

**Total Purchases >= \$2,500** **\$964,301.92**

## 2. Treasurer's Cash Balance

<b>Southwest Wisconsin Technical College</b>			
<b>Report of Treasurers Cash Balance 6/30/2024</b>			
<b>Receipts</b>			
Fund			
1 General	1,977,981.00		
2 Special Revenue	-		
3 Capital Projects	17,241.00		
4 Debt Service	-		
5 Enterprise	36,849.00		
6 Internal Service	297,304.00		
7 Financial Aid/Activities	31,128.00		
<b>Total Receipts</b>		<b>2,360,503.00</b>	
<b>Expenses</b>			
Fund			
1 General	2,510,863.00		
2 Special Revenue	-		
3 Capital Projects	73,385.00		
4 Debt Service			
5 Enterprise	70,677.00		
6 Internal Service	16,140.00		
7 Financial Aid/Activities	(8,026.00)		
<b>Total Expenses</b>		<b>2,663,039.00</b>	
<b>Net cash change - month</b>			<b>(302,536.00)</b>
<b>EOM Cash Balances</b>			
-Midwest One Operating 0356	2,131,973.16		
-Midwest One Investment 1324	-		
-Cash on Hand	2,700.00		
-Local Government Investment Pool	10,695,711.45		
<b>Ending Cash/Investment Balance</b>		<b>12,830,384.61</b>	

### 3. Budget Control

<b>Southwest Wisconsin Technical College</b>							
<b>YTD Summary for Funds 1-7</b>							
<b>For 12 Months ended June 2024</b>							
	<b>2023-24</b>	<b>2023-24</b>	<b>2023-24</b>	<b>2022-23</b>	<b>2021-22</b>	<b>2020-21</b>	<b>2019-20</b>
	<b><u>Budget</u></b>	<b><u>YTD Actual</u></b>	<b><u>Percent</u></b>	<b><u>Percent</u></b>	<b><u>Percent</u></b>	<b><u>Percent</u></b>	<b><u>Percent</u></b>
General Fund Revenue	24,772,300.00	25,181,348.51	101.65	91.30	84.39	94.88	92.67
General Fund Expenditures	25,409,000.00	25,263,244.08	99.43	91.74	84.00	95.99	91.73
Capital Projects Fund Revenue	5,471,000.00	4,088,852.76	74.74	104.19	99.11	101.09	100.19
Capital Projects Fund Expenditures	5,947,000.00	4,536,276.24	76.28	47.75	56.62	68.81	57.56
Debt Service Fund Revenue	6,656,000.00	4,560,440.44	68.52	70.43	74.05	68.92	66.74
Debt Service Fund Expenditures	6,710,000.00	6,688,491.65	99.68	100.28	87.49	87.89	83.77
Enterprise Fund Revenue	1,300,000.00	2,029,464.31	156.11	79.04	119.08	91.49	79.18
Enterprise Fund Expenditure	1,905,300.00	1,517,756.64	79.66	76.79	144.53	85.82	87.44
Internal Service Fund Revenue	4,455,000.00	3,750,081.80	84.18	84.19	85.80	88.75	83.00
Internal Service Fund Expenditures	4,455,000.00	3,463,426.94	77.74	92.03	72.71	93.58	87.76
Trust & Agency Fund Revenue	8,525,500.00	5,211,542.52	61.13	78.22	74.50	66.07	78.05
Trust & Agency Fund Expenditures	7,830,500.00	6,638,567.29	84.78	77.58	75.42	71.80	77.76
<b>Grand Total Revenue</b>	<b>51,179,800.00</b>	<b>44,821,730.34</b>	<b>87.58</b>	<b>86.48</b>	<b>83.75</b>	<b>86.64</b>	<b>86.43</b>
<b>Grand Total Expenditures</b>	<b>52,256,800.00</b>	<b>48,107,762.84</b>	<b>92.06</b>	<b>85.99</b>	<b>81.48</b>	<b>87.37</b>	<b>84.46</b>



***D. Contract Revenue***

There were 239 contracts totaling \$1,303,479.40 in June 2024 being presented for Board approval:

**2024-2025 CONTRACTS**

6/1/2024 to 6/30/2024

<u>Contract Holder</u>	<u>Contract #</u>	<u>Service Provided</u>	<u>Contact</u>	<u>Number Served</u>	<u>Price</u>	<u>Exchange of Services</u> (Instructional Fees Waived)	<u>INDIRECT COST FACTOR</u>		
							<u>On-Campus</u>	<u>Off-Campus</u>	<u>Waiver</u>
Barneveld School District	03-2024-0001-I-11	Drivers Ed - Classroom	Logan Prochaska	30	\$ 3,750.00	No		X	
Barneveld School District	03-2024-0002-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	54	\$ 19,710.00	No		X	
Benton School District	03-2024-0003-I-11	Drivers Ed - Classroom	Logan Prochaska	10	\$ 1,250.00	No			X
Benton School District	03-2024-0004-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	16	\$ 5,840.00	No			X
Boscobel School District	03-2024-0005-I-11	Drivers Ed - Classroom	Logan Prochaska	48	\$ 6,000.00	No			X
Boscobel School District	03-2024-0006-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	48	\$ 17,520.00	No			X
Cassville School District	03-2024-0007-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	13	\$ 4,745.00	No			X
Cuba City School District	03-2024-0008-I-11	Drivers Ed - Classroom	Logan Prochaska	51	\$ 6,375.00	No			X
Cuba City School District	03-2024-0009-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	49	\$ 17,885.00	No			X
Dodgeville School District	03-2024-0010-I-11	Drivers Ed - Classroom	Logan Prochaska	68	\$ 8,500.00	No			X
Dodgeville School District	03-2024-0011-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	55	\$ 20,075.00	No			X
Fennimore School District	03-2024-0012-I-11	Drivers Ed - Classroom	Logan Prochaska	21	\$ 2,625.00	No			X
Fennimore School District	03-2024-0013-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	26	\$ 9,490.00	No			X
Highland School District	03-2024-0014-I-11	Drivers Ed - Classroom	Logan Prochaska	22	\$ 2,750.00	No			X
Highland School District	03-2024-0015-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	18	\$ 6,570.00	No			X
Iowa Grant School District	03-2024-0016-I-11	Drivers Ed - Classroom	Logan Prochaska	41	\$ 5,125.00	No			X
Iowa Grant School District	03-2024-0017-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	40	\$ 14,600.00	No			X
Lancaster School District	03-2024-0018-I-11	Drivers Ed - Classroom	Logan Prochaska	46	\$ 5,750.00	No			X
Lancaster School District	03-2024-0019-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	53	\$ 19,345.00	No			X
Mineral Point School District	03-2024-0020-I-11	Drivers Ed - Classroom	Logan Prochaska	63	\$ 7,875.00	No			X
Mineral Point School District	03-2024-0021-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	57	\$ 20,805.00	No			X
Platteville School District	03-2024-0024-I-11	Drivers Ed - Classroom	Logan Prochaska	108	\$ 13,500.00	No			X
Platteville School District	03-2024-0025-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	110	\$ 40,150.00	No			X
Potosi School District	03-2024-0026-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	29	\$ 10,585.00	No			X
Riverdale School District	03-2024-0027-I-11	Drivers Ed - Classroom	Logan Prochaska	25	\$ 3,125.00	No			X
Riverdale School District	03-2024-0028-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	35	\$ 12,775.00	No			X
Southwest Wisconsin Technical College									

<u>Contract Holder</u>	<u>Contract #</u>	<u>Service Provided</u>	<u>Contact</u>	<u>Number Served</u>	<u>Price</u>	<u>Exchange of Services</u> (Instructional Fees Waived)	<u>On-Campus</u>	<u>Off-Campus</u>	<u>Waiver</u>
River Ridge School District	03-2024-0029-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	33	\$ 12,045.00	No		X	
Southwestern School District	03-2024-0031-I-11	Drivers Ed - Behind The Wheel	Logan Prochaska	47	\$ 17,155.00	No		X	
USA Clay Target League	03-2024-0056-T-42	League Director Duties - March	Caleb White		\$ 500.00	No		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Applied Math	Kim Maier	2	\$ 638.88	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Beginning Keyboarding Software	Kim Maier	2	\$ 323.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Windows 7	Kim Maier	4	\$ 647.88	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Beginning Microsoft Word	Kim Maier	1	\$ 161.97	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Beginning Microsoft Access	Kim Maier	2	\$ 323.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Beginning Microsoft Excel	Kim Maier	1	\$ 161.97	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Intermediate Microsoft Access	Kim Maier	1	\$ 161.97	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Intermediate Microsoft Word	Kim Maier	1	\$ 161.97	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Intermediate Microsoft Excel	Kim Maier	2	\$ 323.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Microsoft Powerpoint	Kim Maier	2	\$ 323.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Introduction to Microsoft Publisher	Kim Maier	1	\$ 161.97	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Fundamentals of Building Trades Safety	Kris Wubben	4	\$ 2,999.52	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Basic Carpentry	Kris Wubben	4	\$ 2,249.64	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Blueprint Reading for Construction	Kris Wubben	4	\$ 1,499.76	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Basic Plumbing	Kris Wubben	2	\$ 1,124.82	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Basic Electrical	Kris Wubben	2	\$ 1,124.82	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Bricklaying/Masonry I	Kris Wubben	5	\$ 4,030.50	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Bricklaying/Masonry II	Kris Wubben	5	\$ 4,030.50	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Bricklaying/Masonry III	Kris Wubben	1	\$ 806.10	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Bricklaying/Masonry IV	Kris Wubben	1	\$ 806.10	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Construction Safety and Health	Kris Wubben	5	\$ 809.85	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Sketching and Print Reading	Kris Wubben	1	\$ 322.44	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Estimating	Kris Wubben	1	\$ 322.44	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Sum 23/24) Related Welding	Kris Wubben	1	\$ 322.44	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Applied Mathematics	Kim Maier	10	\$ 3,194.40	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Workplace Communication	Kim Maier	6	\$ 1,916.64	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Beginning Microsoft Word	Kim Maier	6	\$ 971.82	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Beginning Microsoft Excel	Kim Maier	6	\$ 971.82	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Beginning Microsoft Access	Kim Maier	4	\$ 647.88	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Intermediate Microsoft Word	Kim Maier	2	\$ 323.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Intermediate Microsoft Excel	Kim Maier	2	\$ 323.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Intermediate Microsoft Access	Kim Maier	1	\$ 161.97	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Beginning Keyboarding Software	Kim Maier	9	\$ 1,457.73	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Fundamentals of Building Trades Safety	Kris Wubben	11	\$ 8,248.68	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Basic Carpentry	Kris Wubben	11	\$ 6,186.51	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Basic Electrical	Kris Wubben	9	\$ 5,061.69	Yes		X	
Southwest Wisconsin Technical College									

<u>Contract Holder</u>	<u>Contract #</u>	<u>Service Provided</u>	<u>Contact</u>	<u>Number Served</u>	<u>Price</u>	<u>Exchange of Services</u> (Instructional Fees Waived)	<u>On-Campus</u>	<u>Off-Campus</u>	<u>Waiver</u>
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Blueprint Reading for Construction	Kris Wubben	11	\$ 4,124.34	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Basic Plumbing	Kris Wubben	9	\$ 5,061.69	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Bricklaying/Masonry I	Kris Wubben	5	\$ 4,030.50	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Bricklaying/Masonry II	Kris Wubben	5	\$ 4,030.50	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Bricklaying/Masonry III	Kris Wubben	7	\$ 5,642.70	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Bricklaying/Masonry IV	Kris Wubben	7	\$ 5,642.70	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Construction Safety and Health	Kris Wubben	5	\$ 809.85	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Sketching and Print Reading	Kris Wubben	7	\$ 2,257.08	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24) Estimating	Kris Wubben	7	\$ 2,257.08	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Fall 23/24)Related Welding	Kris Wubben	7	\$ 1,548.54	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Fall 23/24) Salon Services I - Fundamentals	Cynde Larsen	1	\$ 517.41	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Fall 23/24) Salon Services III - Skill Building	Cynde Larsen	1	\$ 689.88	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Fall 23/24) Salon Services IV - Intermediate Skill	Cynde Larsen	3	\$ 2,069.64	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Fall 23/24) Salon Services V - Proficiency Building	Cynde Larsen	3	\$ 2,587.05	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Fundamentals of Building Trades Safety	Kris Wubben	4	\$ 2,999.52	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Basic Carpentry	Kris Wubben	4	\$ 2,249.64	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Basic Electrical	Kris Wubben	3	\$ 1,687.23	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Blueprint Reading for Construction	Kris Wubben	4	\$ 1,499.76	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Basic Plumbing	Kris Wubben	3	\$ 1,687.23	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Workplace Communication	Kim Maier	6	\$ 1,916.64	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Microsoft Powerpoint	Kim Maier	6	\$ 971.82	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Beginning Microsoft Word	Kim Maier	4	\$ 647.88	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Beginning Microsoft Excel	Kim Maier	5	\$ 809.85	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Beginning Microsoft Access	Kim Maier	5	\$ 809.85	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Intermediate Microsoft Word	Kim Maier	6	\$ 971.82	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Intermediate Microsoft Excel	Kim Maier	7	\$ 1,133.79	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Intermediate Microsoft Access	Kim Maier	7	\$ 1,133.79	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Introduction to Microsoft Publisher	Kim Maier	6	\$ 971.82	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Beginning Keyboarding Software	Kim Maier	2	\$ 323.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	PDC: (Spr 23/24) Windows 7	Kim Maier	6	\$ 971.82	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Basic Hair Design	Cynde Larsen	1	\$ 862.35	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Salon/Spa Science	Cynde Larsen	1	\$ 319.44	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Chemical Restructuring	Cynde Larsen	1	\$ 344.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Haircoloring and Techniques	Cynde Larsen	1	\$ 517.41	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Nail Technology	Cynde Larsen	1	\$ 517.41	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Basic Facials	Cynde Larsen	1	\$ 344.94	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Salon/Spa Management	Cynde Larsen	1	\$ 319.44	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Salon Services I - Fundamentals	Cynde Larsen	1	\$ 517.41	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Salon Services II - Basic Concepts	Cynde Larsen	1	\$ 689.88	Yes		X	
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Salon Services III - Skill Building	Cynde Larsen	2	\$ 1,379.76	Yes		X	

<u>Contract Holder</u>	<u>Contract #</u>	<u>Service Provided</u>	<u>Contact</u>	<u>Number Served</u>	<u>Price</u>	<u>Exchange of Services (Instructional Fees Waived)</u>	<u>On-Campus</u>	<u>Off-Campus</u>	<u>Waiver</u>
WI Dept of Corrections	03-2024-0062-I-32	Boscobel: (Spr 23/24) Salon Services VI - Advanced Techniques	Cynde Larsen	2	\$ 1,724.70	Yes		X	
Argyle School District	03-2024-0066-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	15	\$ 2,429.55	Yes		X	
Barneveld School District	03-2024-0067-I-16	Transcripted Credit: Accounting I Part 1	Mary Johannesen	2	\$ 638.88	Yes		X	
Barneveld School District	03-2024-0067-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	17	\$ 2,753.49	Yes		X	
Black Hawk School District	03-2024-0068-I-16	Transcripted Credit: Oral/Interpersonal Communication	Mary Johannesen	21	\$ 10,015.11	Yes		X	
Boscobel School District	03-2024-0069-I-16	Transcripted Credit: Accounting I	Mary Johannesen	21	\$ 13,321.98	Yes		X	
Boscobel School District	03-2024-0069-I-16	Transcripted Credit: Computer Applications	Mary Johannesen	6	\$ 971.82	Yes		X	
Boscobel School District	03-2024-0069-I-16	Transcripted Credit: Marketing Principles	Mary Johannesen	26	\$ 12,399.66	Yes		X	
Boscobel School District	03-2024-0069-I-16	Transcripted Credit: Oral/Interpersonal Communication	Mary Johannesen	21	\$ 10,015.11	Yes		X	
Boscobel School District	03-2024-0069-I-16	Transcripted Credit: Speech	Mary Johannesen	17	\$ 8,107.47	Yes		X	
Boscobel School District	03-2024-0069-I-16	Transcripted Credit: Written Communication	Mary Johannesen	16	\$ 7,630.56	Yes		X	
Boscobel School District	03-2024-0069-I-16	Transcripted Credit: English Composition I	Mary Johannesen	28	\$ 13,353.48	Yes		X	
Cuba City School District	03-2024-0071-I-16	Transcripted Credit: Foundation of Early Childhood Education	Mary Johannesen	4	\$ 1,907.64	Yes		X	
Darlington School District	03-2024-0072-I-16	Transcripted Credit: Introduction to Psychology	Mary Johannesen	38	\$ 18,122.58	Yes		X	
Darlington School District	03-2024-0072-I-16	Transcripted Credit: Speech	Mary Johannesen	56	\$ 26,706.96	Yes		X	
Darlington School District	03-2024-0072-I-16	Transcripted Credit: Design Fundamentals	Mary Johannesen	3	\$ 1,450.98	Yes		X	
Dodgeville School District	03-2024-0073-I-16	Transcripted Credit: Introduction to Psychology	Mary Johannesen	44	\$ 20,984.04	Yes		X	
Dodgeville School District	03-2024-0073-I-16	Transcripted Credit: Written Communication	Mary Johannesen	30	\$ 14,307.30	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Accounting I	Mary Johannesen	8	\$ 5,075.04	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Plant Science	Mary Johannesen	21	\$ 10,156.86	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Consumer Equipment Maintenance & Repair	Mary Johannesen	11	\$ 5,815.26	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Automotive Maintenance	Mary Johannesen	5	\$ 2,755.80	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Introduction to Business	Mary Johannesen	13	\$ 6,199.83	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	47	\$ 7,612.59	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Beginning Microsoft Excel	Mary Johannesen	41	\$ 6,640.77	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Beginning Microsoft Access	Mary Johannesen	41	\$ 6,640.77	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: SMAW-Equipment	Mary Johannesen	9	\$ 1,990.98	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: SMAW	Mary Johannesen	9	\$ 3,981.96	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: GMAW-Carbon Steel	Mary Johannesen	12	\$ 2,654.64	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: GTAW Carbon Steel	Mary Johannesen	3	\$ 663.66	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Beginning Microsoft Word	Mary Johannesen	41	\$ 6,640.77	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Microsoft Powerpoint	Mary Johannesen	41	\$ 6,640.77	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Intermediate Word	Mary Johannesen	31	\$ 5,021.07	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: Intermediate Excel	Mary Johannesen	30	\$ 4,859.10	Yes		X	
Fennimore School District	03-2024-0074-I-16	Transcripted Credit: QuickBooks	Mary Johannesen	8	\$ 1,295.76	Yes		X	
Southwest Wisconsin Technical College									

<u>Contract Holder</u>	<u>Contract #</u>	<u>Service Provided</u>	<u>Contact</u>	<u>Number Served</u>	<u>Price</u>	<u>Exchange of Services</u> (Instructional Fees Waived)	<u>On-Campus</u>	<u>Off-Campus</u>	<u>Waiver</u>
Iowa Grant School District	03-2024-0075-I-16	Transcripted Credit: Accounting I	Mary Johannesen	5	\$ 3,171.90	Yes		X	
Iowa Grant School District	03-2024-0075-I-16	Transcripted Credit: Animal Science	Mary Johannesen	2	\$ 967.32	Yes		X	
Iowa Grant School District	03-2024-0075-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	52	\$ 8,422.44	Yes		X	
Kickapoo School District	03-2024-0076-I-16	Transcripted Credit: Intoruction to Business	Mary Johannesen	3	\$ 1,430.73	Yes		X	
Kickapoo School District	03-2024-0076-I-16	Transcripted Credit: College Mathematics	Mary Johannesen	24	\$ 11,445.84	Yes		X	
Kickapoo School District	03-2024-0076-I-16	Transcripted Credit: Fundamentals of Chemistry	Mary Johannesen	11	\$ 3,513.84	Yes		X	
Kickapoo School District	03-2024-0076-I-16	Transcripted Credit: College Chemistry I	Mary Johannesen	1	\$ 1,051.15	Yes		X	
Lancaster School District	03-2024-0077-I-16	Transcripted Credit: Accounting I	Mary Johannesen	7	\$ 4,440.66	Yes		X	
Lancaster School District	03-2024-0077-I-16	Transcripted Credit: Marketing Principles	Mary Johannesen	16	\$ 7,630.56	Yes		X	
Lancaster School District	03-2024-0077-I-16	Transcripted Credit: Introduction to Psychology	Mary Johannesen	43	\$ 20,507.13	Yes		X	
Lancaster School District	03-2024-0077-I-16	Transcripted Credit: Written Communication	Mary Johannesen	34	\$ 16,214.94	Yes		X	
Lancaster School District	03-2024-0077-I-16	Transcripted Credit: Introduction to Business	Mary Johannesen	30	\$ 14,307.30	Yes		X	
Lancaster School District	03-2024-0077-I-16	Transcripted Credit: Beginning Microsoft Excel	Mary Johannesen	64	\$ 10,366.08	Yes		X	
Lancaster School District	03-2024-0077-I-16	Transcripted Credit: Beginning Microsoft Word	Mary Johannesen	64	\$ 10,366.08	Yes		X	
Lancaster School District	03-2024-0077-I-16	Transcripted Credit: Microsoft Powerpoint	Mary Johannesen	64	\$ 10,366.08	Yes		X	
Mineral Point School Distict	03-2024-0078-I-16	Transcripted Credit: Accounting I	Mary Johannesen	15	\$ 9,515.70	Yes		X	
North Crawford School District	03-2024-0079-I-16	Transcripted Credit: Accounting I	Mary Johannesen	7	\$ 4,440.66	Yes		X	
North Crawford School District	03-2024-0079-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	25	\$ 4,049.25	Yes		X	
Pardeeville School District	03-2024-0080-I-16	Transcripted Credit: Golf Course Design & Renovation	Mary Johannesen	25	\$ 8,436.00	Yes		X	
Pardeeville School District	03-2024-0080-I-16	Transcripted Credit: Plant Science	Mary Johannesen	6	\$ 2,901.96	Yes		X	
Pardeeville School District	03-2024-0080-I-16	Transcripted Credit: Agribusiness Management	Mary Johannesen	10	\$ 4,836.60	Yes		X	
Pecatonica School District	03-2024-0081-I-16	Transcripted Credit: Consumer Equipment Maintenance & Repair	Mary Johannesen	7	\$ 3,700.62	Yes		X	
Pecatonica School District	03-2024-0081-I-16	Transcripted Credit: Beginning Microsoft Excel	Mary Johannesen	13	\$ 2,105.61	Yes		X	
Pecatonica School District	03-2024-0081-I-16	Transcripted Credit: Beginning Microsoft Word	Mary Johannesen	13	\$ 2,105.61	Yes		X	
Pecatonica School District	03-2024-0081-I-16	Transcripted Credit: Microsoft PowerPoint	Mary Johannesen	7	\$ 1,133.79	Yes		X	
Pecatonica School District	03-2024-0081-I-16	Transcripted Credit: Intermediate Word	Mary Johannesen	7	\$ 1,133.79	Yes		X	
Pecatonica School District	03-2024-0081-I-16	Transcripted Credit: Intermediate Excel	Mary Johannesen	7	\$ 1,133.79	Yes		X	
Pecatonica School District	03-2024-0081-I-16	Transcripted Credit: Welding for Maintenance	Mary Johannesen	6	\$ 2,114.64	Yes		X	
Platteville School District	03-2024-0082-I-16	Transcripted Credit: Accounting I	Mary Johannesen	12	\$ 7,612.56	Yes		X	
Platteville School District	03-2024-0082-I-16	Transcripted Credit: Computer Applications	Mary Johannesen	33	\$ 5,345.01	Yes		X	
Platteville School District	03-2024-0082-I-16	Transcripted Credit: Marketing Principles	Mary Johannesen	8	\$ 3,815.28	Yes		X	
Platteville School District	03-2024-0082-I-16	Transcripted Credit: Animal Science	Mary Johannesen	26	\$ 12,575.16	Yes		X	
Platteville School District	03-2024-0082-I-16	Transcripted Credit: Plant Science	Mary Johannesen	10	\$ 4,836.60	Yes		X	
Platteville School District	03-2024-0082-I-16	Transcripted Credit: College Mathematics	Mary Johannesen	15	\$ 7,153.65	Yes		X	
Platteville School District	03-2024-0082-I-16	Transcripted Credit: Business Law I	Mary Johannesen	12	\$ 5,722.92	Yes		X	
Platteville School District	03-2024-0082-I-16	Transcripted Credit: SMAW-Equipment	Mary Johannesen	5	\$ 1,106.10	Yes		X	
Southwest Wisconsin Technical College									

<u>Contract Holder</u>	<u>Contract #</u>	<u>Service Provided</u>	<u>Contact</u>	<u>Number Served</u>	<u>Price</u>	<u>Exchange of Services (Instructional Fees Waived)</u>	<u>On-Campus</u>	<u>Off-Campus</u>	<u>Waiver</u>
Potosi School District	03-2024-0083-I-16	Transcripted Credit: Accounting I	Mary Johannesen	3	\$ 1,903.14	Yes		X	
Potosi School District	03-2024-0083-I-16	Transcripted Credit: Animal Science	Mary Johannesen	2	\$ 967.32	Yes		X	
Potosi School District	03-2024-0083-I-16	Transcripted Credit: Plant Science	Mary Johannesen	10	\$ 4,836.60	Yes		X	
Potosi School District	03-2024-0083-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	15	\$ 2,429.55	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Accounting I	Mary Johannesen	9	\$ 5,709.42	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Computer Applications	Mary Johannesen	7	\$ 1,133.79	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Marketing Principles	Mary Johannesen	12	\$ 5,722.92	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Animal Science	Mary Johannesen	39	\$ 18,862.74	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Oral/Interpersonal Communication	Mary Johannesen	61	\$ 29,091.51	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Speech	Mary Johannesen	59	\$ 28,137.69	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Written Communication	Mary Johannesen	43	\$ 20,507.13	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Plant Science	Mary Johannesen	55	\$ 26,601.30	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Introduction to Business	Mary Johannesen	13	\$ 6,199.83	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: College Mathematics	Mary Johannesen	36	\$ 17,168.76	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	70	\$ 11,337.90	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Beginning Microsoft Excel	Mary Johannesen	24	\$ 3,887.28	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Beginning Microsoft Access	Mary Johannesen	15	\$ 2,429.55	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: College Tech Math 1A	Mary Johannesen	33	\$ 15,738.03	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: College Tech Math 1B	Mary Johannesen	11	\$ 3,513.84	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Introductory Statistics	Mary Johannesen	11	\$ 5,246.01	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: College Physics I	Mary Johannesen	9	\$ 4,454.19	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Intro to Sociology	Mary Johannesen	25	\$ 11,922.75	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Beginning Microsoft Word	Mary Johannesen	15	\$ 2,429.55	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Intro to American Government	Mary Johannesen	29	\$ 13,830.39	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Human Body in Health & Disease	Mary Johannesen	21	\$ 10,015.11	Yes		X	
Prairie du Chien School District	03-2024-0084-I-16	Transcripted Credit: Pharmacology for Allied Health	Mary Johannesen	16	\$ 5,111.04	Yes		X	
Richland Center School District	03-2024-0085-I-16	Transcripted Credit: Accounting I	Mary Johannesen	8	\$ 5,075.04	Yes		X	
Richland Center School District	03-2024-0085-I-16	Transcripted Credit: Marketing Principles	Mary Johannesen	15	\$ 7,153.65	Yes		X	
Richland Center School District	03-2024-0085-I-16	Transcripted Credit: Introduction to Business	Mary Johannesen	5	\$ 2,384.55	Yes		X	
Richland Center School District	03-2024-0085-I-16	Transcripted Credit: Business Law I	Mary Johannesen	3	\$ 1,430.73	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Accounting I	Mary Johannesen	15	\$ 9,515.70	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Oral/Interpersonal Communication	Mary Johannesen	15	\$ 7,153.65	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Written Communication	Mary Johannesen	12	\$ 5,722.92	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Introduction to Business	Mary Johannesen	26	\$ 12,399.66	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	20	\$ 3,239.40	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Beginning Microsoft Excel	Mary Johannesen	17	\$ 2,753.49	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Beginning Microsoft Word	Mary Johannesen	17	\$ 2,753.49	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Microsoft Powerpoint	Mary Johannesen	17	\$ 2,753.49	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Intermediate Word	Mary Johannesen	7	\$ 1,133.79	Yes		X	
River Ridge School District	03-2024-0086-I-16	Transcripted Credit: Intermediate Excel	Mary Johannesen	7	\$ 1,133.79	Yes		X	

<u>Contract Holder</u>	<u>Contract #</u>	<u>Service Provided</u>	<u>Contact</u>	<u>Number Served</u>	<u>Price</u>	<u>Exchange of Services</u> (Instructional Fees Waived)	<u>On-Campus</u>	<u>Off-Campus</u>	<u>Waiver</u>
River Valley School District	03-2024-0087-I-16	Transcripted Credit: Animal Science	Mary Johannesen	2	\$ 967.32	Yes		X	
River Valley School District	03-2024-0087-I-16	Transcripted Credit: Introduction to Soils	Mary Johannesen	1	\$ 483.66	Yes		X	
River Valley School District	03-2024-0087-I-16	Transcripted Credit: Speech	Mary Johannesen	29	\$ 13,830.39	Yes		X	
River Valley School District	03-2024-0087-I-16	Transcripted Credit: Plance Science	Mary Johannesen	1	\$ 483.66	Yes		X	
Riverdale School District	03-2024-0088-I-16	Transcripted Credit: Accounting I	Mary Johannesen	6	\$ 3,806.28	Yes		X	
Riverdale School District	03-2024-0088-I-16	Transcripted Credit: Animal Science	Mary Johannesen	16	\$ 7,738.56	Yes		X	
Riverdale School District	03-2024-0088-I-16	Transcripted Credit: Written Communication	Mary Johannesen	7	\$ 3,338.37	Yes		X	
Riverdale School District	03-2024-0088-I-16	Transcripted Credit: College Mathematics	Mary Johannesen	15	\$ 7,153.65	Yes		X	
Riverdale School District	03-2024-0088-I-16	Transcripted Credit: Beginning Microsoft Word	Mary Johannesen	12	\$ 1,943.64	Yes		X	
Riverdale School District	03-2024-0088-I-16	Transcripted Credit: Microsoft PowerPoint	Mary Johannesen	12	\$ 1,943.64	Yes		X	
Southwestern School District	03-2024-0090-I-16	Transcripted Credit: Plant Science	Mary Johannesen	1	\$ 483.66	Yes		X	
Weston School District	03-2024-0091-I-16	Transcripted Credit: Accounting I Part 1	Mary Johannesen	2	\$ 638.88	Yes		X	
Weston School District	03-2024-0091-I-16	Transcripted Credit: Accounting I Part 2	Mary Johannesen	3	\$ 958.32	Yes		X	
Weston School District	03-2024-0091-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	10	\$ 1,619.70	Yes		X	
Weston School District	03-2024-0091-I-16	Transcripted Credit: Related Welding	Mary Johannesen	2	\$ 884.88	Yes		X	
Highland School District	03-2024-0108-I-16	Transcripted Credit: Accounting I	Mary Johannesen	9	\$ 5,709.42	Yes		X	
Highland School District	03-2024-0108-I-16	Transcripted Credit: Introduction to Business	Mary Johannesen	8	\$ 3,815.28	Yes		X	
Highland School District	03-2024-0108-I-16	Transcripted Credit: Personal Finance	Mary Johannesen	8	\$ 1,295.76	Yes		X	
Crawford County Sheriffs Department	03-2024-0109-I-21	Adult Education	Chantel Hampton	3	\$ 247.64	No		X	
Grant County Sheriffs Department	03-2024-0110-I-21	Adult Education	Chantel Hampton	39	\$ 7,859.17	No		X	
Iowa County Sheriffs Department	03-2024-0111-I-21	Adult Education	Chantel Hampton	60	\$ 2,637.65	No		X	
Richland County Sheriff's Department	03-2024-0112-I-21	Adult Education	Chantel Hampton	10	\$ 1,891.73	No		X	
Boscobel School District	03-2025-0031-I-11	HeartSaver CPR/AED with First Aid	Gin Reynolds	20	\$ 896.50	Yes		X	
<b>TOTAL of all Contracts</b>				<b>4,045</b>	<b>\$ 1,303,479.40</b>				
Exchange of Services				2,717	\$ 974,423.21				
For Pay Service				1,328	\$ 329,056.19				



**E. Personnel Items**

The Personnel Report includes a recommendation for three promotions/transfers; one retirement; one transition to part-time; and three resignations:



**PERSONNEL REPORT**  
July 8, 2024

**EMPLOYMENT: NEW HIRE**

None	
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**PROMOTIONS/TRANSFER**

**NEW POSITION**

Stephanie Brown (Resident Life Manager)	Student Success/Resident Life Manager
Kyle Bennett (Recruitment Manager)	Student Success/Recruitment Manager
Kaye Woodke (Recruiter)	Student Success Specialist

**RETIREMENTS / RESIGNATIONS**

Paul Cutting (Retirement 5/18/2024)	Agribusiness Science Instructor
Jason Fiedler (Resignation 6/10/2024)	Electromechanical Technician Trainer
Renuka Vallarapu (Resignation 6/17/2024)	Business Analyst - Student Information System
Louise Bradley (Transitioning to Part-Time 07/11/2024)	Prior Learning/Testing Specialist
Kelsey Wagner (Resignation 8/2/2024)	Advisor

**Recommendation:** Approve the July 8, 2024, Consent Agenda as presented.

## **Other Items Requiring Board Action**

### **A. Election of the 2024-25 Board Officers**

Election of District Board officers for the 2024-25 fiscal year will be conducted at this time.

*Governance Policy 1.6 - The officers of the Board shall be a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer.*

*1. The officers shall be elected at the annual organizational meeting of the Board on the second Monday in July. The Chair for the past year shall conduct the entire organizational meeting. Newly elected officers take office “upon adjournment” of the organizational meeting.*

### **B. Approval of 2024-25 Signatory Policy**

Per Southwest Wisconsin Technical College District Board Governance Policies only designated Board Officers, the President, or the President’s designees as approved by the District Board may commit the College to any official or legally binding transactions, invoices, agreements, contracts, applications, diplomas, certifications, letters, or similar documents. At the District Board’s annual organizational meeting in July, the Board reviews and authorizes a policy statement defining who in the organization has the authority to sign for the College. The Signatory Authority Policy with those individuals designated to sign on behalf of the College for 2024-25 follows.

**Recommendation** – *Approve, as presented, the Signatory Authority Policy identifying those individuals designated for 2024-25 with the authority to sign official or legally binding documents.*

## GENERAL INSTITUTIONAL

### ~~2023-24~~2024=25 SIGNATORY AUTHORITY POLICY

**Responsible Administrator: President**

Per Southwest Wisconsin Technical College District Board Governance Policies only designated Board Officers, the President, or the President's designees as approved by the District Board may commit the College to any official or legally binding transactions, invoices, agreements, contracts, applications, diplomas, certifications, letters, or similar documents. At the District Board's annual organizational meeting in July, the Board reviews and authorizes a policy statement defining who in the organization has the authority to sign for the College.

In ~~2024-25~~ ~~2023-24~~ the following people are authorized to sign the indicated documents:

Board Chairperson	<p>Governance Policy 1.7-8.b. "The Chairperson shall sign all official documents and contracts on behalf of the District as required by statute, WTCS policy, and the Board."</p> <p>Chairperson signs:</p> <ul style="list-style-type: none"><li>• Board resolutions</li><li>• Financial borrowing documents</li><li>• Property purchase agreements</li><li>• President's contract</li></ul> <p>Electronic signature approved for use by:</p> <ul style="list-style-type: none"><li>• Vice-President for Administrative Services – annual Budget Book</li><li>• Chief Student Services Officer – Diplomas</li><li>• Executive Assistant – As approved by the Board Chairperson</li></ul>
Board Vice-Chairperson	<p>Governance Policy 1.8-1. "The Vice Chairperson shall have all the authority and duties of the Chairperson in the absence of the Chairperson."</p> <p>Electronic signature approved for use by:</p> <ul style="list-style-type: none"><li>• Executive Assistant – As Approved by the Board Vice-Chairperson</li></ul>
Board Secretary	<p>Governance Policy 1.9-2. "The Secretary shall sign all official documents and contracts on behalf of the District as required by statute, WTCS policy, and the Board."</p>

	<p>Secretary signs:</p> <ul style="list-style-type: none"> <li>• Board minutes</li> <li>• Board resolutions</li> <li>• Financial borrowing documents</li> <li>• Property purchase agreements</li> <li>• Annual levy statements (Governance Policy 1.9-6)</li> <li>• President’s contract</li> </ul> <p>Electronic signature approved for use by:</p> <ul style="list-style-type: none"> <li>• Vice-President for Administrative Services – Required Public Notices</li> <li>• Executive Assistant – Required Public Notices and As Approved by the Board Secretary</li> </ul>
Board Treasurer	<p>Governance Policy 1.10-2. “By resolution the Board may authorize other persons’ signatures in addition to the Treasurer or the use of a facsimile signature.”</p> <p>Governance Policy 1.10-3. The Board shall authorize the signature of payroll, accounts payable, grants, refunds, and other accounts at its annual organizational meeting in July. The use of a facsimile signature does not relieve the Board or the Treasurer from any liability to which the Board or the Treasurer is otherwise subject, including the unauthorized use of the facsimile signature of the Treasurer.</p> <p>Treasurer signs:</p> <ul style="list-style-type: none"> <li>• Financial borrowing documents</li> </ul> <p>Electronic signature approved for use by:</p> <ul style="list-style-type: none"> <li>• Vice-President for Administrative Services – Financial Transactions</li> <li>• Executive Assistant – As Approved by the Board Treasurer</li> </ul>
President	<p>Governance Policy 2.2-3. “The President may take actions based on any reasonable interpretation of the Board’s Ends and Executive Limitations policies.”</p> <p>President signs:</p> <ul style="list-style-type: none"> <li>• Employment contracts</li> <li>• Non-employment contracts</li> </ul>

	<ul style="list-style-type: none"> <li>• Agreements</li> <li>• Memoranda of Understanding</li> <li>• Diplomas</li> <li>• Overload payments requests</li> <li>• Out-of-State travel requests</li> <li>• Grant applications</li> <li>• NJCAA agreements</li> <li>• Financial aid agreements and memoranda of understanding</li> </ul> <p>Electronic signature approved for use by:</p> <ul style="list-style-type: none"> <li>• Chief Human Resources Officer – Employment contracts</li> <li>• Chief Student Services Officer – Acceptance letters and diplomas</li> <li>• Director of Grants – Grant applications and grant-related memoranda of understanding</li> <li>• <del>Executive Marketing Director</del><a href="#">Chief Communications Officer</a> – Publications</li> <li>• Executive Assistant- letters, publications, and other documents as approved by the President</li> </ul>
<p>President's designees</p>	<ul style="list-style-type: none"> <li>• Vice-Presidents – Non-employment contracts, <u>agreements and memos of understanding</u></li> <li>• Vice President for Administrative Services – Bid documents and construction contracts</li> <li>• <a href="#">Executive</a> Deans – Overload request for instructors with &lt;20% overload</li> <li>• Business &amp; Industry Services Director – Training &amp; Technical Assistance Contracts</li> <li>• <a href="#">Chief Officers, Executive Deans, and Directors, or Supervisors</a> – Training <del>contracts</del><u>Contracts and Purchase Agreements Less than \$5,000</u></li> <li>• <a href="#">Executive Director of Facilities, Safety &amp; Security – Facilities Use Agreements</a></li> <li>• <a href="#">Student Success &amp; Residence Life Manager – Housing Leases and Third-Party Housing Contracts</a></li> </ul>

District Board of Directors Approval Date: 7/8/13  
Revision Date: 7/14/14, 8/28/14, 7/11/16, 7/10/17, 7/9/18, 7/8/19, 7/13/20, 7/12/21, 7/11/22, 7/10/23

### ***C. Designation of College's 2024-25 Legal Counsel***

Letters of engagement were received from the following legal counsels:

- *General Legal Services* – Incumbent firm Boardman Clark, LLP, Fennimore, WI
- *Labor & Employment, Immigration, Litigation, College Administration, Education Law, and Contract Law* – Jon Anderson of Husch Blackwell, LLP, Madison, WI
- *Bond Counsel* – Allison Buchanan of Quarles & Brady, LLP, Milwaukee, WI

Their letters follow.

**Recommendation:** *Retain the following law firms for 2024-25: Boardman Clark, LLP, Fennimore, WI, for General Legal Services; Jon Anderson of Husch Blackwell, LLP, Madison, WI, for Labor & Employment, Immigration, Litigation, College Administration, Education Law, and Contract Law; and Allison Buchanan of Quarles & Brady, LLP, Milwaukee, WI for Bond Counsel.*

June 26, 2024

Dr. Jason Wood, President  
Southwest Wisconsin Technical College  
1800 Bronson Blvd.  
Fennimore, WI 53809

**Re: Engagement of Legal Service**

Dear Dr. Wood:

Thank you for considering the engagement of Boardman & Clark LLP as the attorneys to represent the Southwest Wisconsin Technical College in the matters described below.

Scope of Engagement and Expectations

You have asked us to represent you in the following connection: general legal services for 2024-2025.

No Conflicts

We have performed a conflicts of interest check, and we have determined we have no current conflicts of interest that could affect our representation.

An important factor in maintaining the trust and confidence of our clients is clearly communicating the scope of our professional engagement and our procedures for billing and payment. This letter attempts to fulfill this objective. Please review the letter carefully. If you have any questions, please do not hesitate to contact me.

Fees, Costs, Billing and Payment

Fees. Our fees are based principally on the time expended by our attorneys, paralegal assistants and law clerks that work on your representation. We have established an hourly rate for each attorney, paralegal assistant and law clerk in our firm.

Typically, our fee is equal to our hourly rates multiplied by the hours worked. Hourly rates for work on your matters generally will range from \$200.00 to \$280.00, although specialty representation such as intellectual property matters are billed at higher rates. We are happy to provide you with those rates upon request. The general rates include the rates of attorneys, paralegals, legal assistants and clerks whom I may



assign to work on College matters. My hourly rate is \$240.00. Our firm reviews hourly rates periodically, and our rates may be adjusted from time to time. We typically review and change hourly rates effective January 1 of each year. I anticipate my rate to increase as of January 1, 2025.

Other Fees, Costs and Expenses. Out-of-pocket costs and expenses, such as travel, long-distance telephone, facsimile, photocopy, minor filing fees, transportation costs (including automobile mileage at the per-mile rate established by the firm), computer research fees and other miscellaneous expenses identifiable to your matter will be billed monthly, and will be appropriately described on an invoice. Charges for certain of the above-listed expenses may be adjusted annually, on or about January 1.

Billing and Payment. Our standard practice is to bill each month for services we render during the previous month. Payment is due upon receipt of our billing invoice. Other payment arrangements can be made by mutual agreement, in writing.

The firm accepts credit cards for payment of invoices.

Additional Representation Terms

You will at all times have the right to terminate our services upon prior written notice.

I will have primary responsibility for your representation and will coordinate the use of other attorneys, paralegal assistants, and clerks on your matter. Please direct to me any questions or concerns about bills or the services that we provide.

Firm's LLP Status

The Wisconsin Supreme Court has adopted a rule permitting law firms to practice as limited liability organizations. Our firm chose to become a limited liability partnership as of January 1, 2012. Limited liability status generally exempts the partners from personal responsibility for the firm's liabilities. The rule provides, however, that "Nothing in this rule ... shall relieve a lawyer from personal liability for any acts, errors or omissions of the lawyer arising out of the performance of professional services." The rule also requires the firm to maintain professional liability insurance coverage with a policy limit of at least \$10,000,000. If you have any questions regarding our status as a limited liability partnership, please call Julie McDermott, our Executive Director, at (608) 257-9521.





JUNE 26, 2024  
PAGE 3

Conclusion

We appreciate the opportunity to represent you. If you have any questions or comments about the objectives and scope of our representation or about our billing and payment policies, please let me know

Sincerely,

BOARDMAN & CLARK LLP

*/s/ Douglas E. Witte*

Douglas E. Witte

xc: Richard Verstegen  
Eric Hagen  
Brian Goodman



# HUSCH BLACKWELL

**Jon E. Anderson**  
Office Managing Partner

33 E. Main Street, Suite 300  
Madison, WI 53703  
Direct: 608.234.6016  
Fax: 608.258.7138  
jon.anderson@huschblackwell.com

June 21, 2024

VIA E-MAIL

Dr. Jason Wood  
Southwest Wisconsin Technical College  
1800 Bronson Blvd.  
Fennimore, WI 53809

**RE: Agreement for Legal Services**

Dear Dr. Wood:

Thank you for selecting Husch Blackwell LLP to provide legal services. This letter is to confirm our engagement and to set forth the terms under which we will provide requested services.

**Client and Scope of Representation.** Our client for this engagement will be Southwest Wisconsin Technical College ("Client"). It is understood that, in the absence of written agreement to the contrary, our work in connection with this engagement shall not be considered to create an attorney-client relationship between us and any other persons or entities related to Client, including parents, subsidiaries, shareholders, partners, members, or other affiliates, and thus our sole client for this engagement shall be Client. We will not consider entities affiliated with Client as our clients for the purpose of checking future conflicts of interest.

We are being retained to represent you in general labor and employment matters, general corporate matters and education law matters. In the event that we are asked to provide additional services, we will confirm such engagement in writing. Absent specific modification, any additional services will be governed by the terms and conditions of this agreement.

**Conflicts.** As we have discussed, Husch Blackwell LLP has a number of offices and represents many clients on a regional or national basis. Some of the clients we represent may be your competitors, vendors or customers. It is possible that some of our present or future clients will ask us to represent them in disputes or other matters where their interests are adverse to Client's during the time we are providing legal services to you. It is also possible that we will represent, or be asked to represent (in other matters), parties whose interests are adverse to yours in this or a future matter in which we represent you. Both of these situations would create a conflict of interest under our ethical rules which would prohibit us from undertaking the simultaneous representations without the waiver and consent of both clients. Therefore, as a condition to our undertaking this engagement, you agree that our firm may represent existing or

## HUSCH BLACKWELL

June 21, 2024

Page 2

new clients whose interests are adverse to yours in all types of matters, including litigation, that are not substantially related to the matters in which we represent you. You further agree that we may undertake to represent parties to whom you are adverse in matters in which we represent you, provided again that we do so only in matters that are not substantially related to our work for you. You could, of course, choose not to waive these conflicts of interest, in which case we could decline to undertake this representation of Client. Because the validity and enforceability of these conflict waivers are essential conditions to the firm's willingness to accept this engagement, and the firm would not accept the engagement but for these waivers, you agree that, if the validity or enforceability of these waivers is ever challenged or revoked, we may withdraw from representing you and continue to represent our other clients, even in matters directly adverse to Client, including litigation.

**Fees and Expenses.** Our fees are based on the amount of time we devote to a project. Any estimates of fees that we may give from time to time are based on our judgment of the circumstances at a given time, and actual fees may be more or less than the estimated amount. Any estimate of fees or costs we provide thus may not be considered as a minimum, maximum, or fixed fee quotation.

I will be the responsible attorney for this engagement but other attorneys and legal assistants may assist with the engagement. We ask that you agree that we may use such personnel as is appropriate in our professional judgment. Our hourly rates for attorneys range from \$425 to \$1,200. The firm also employs paralegals and their rates range from \$185 to \$485. Other professionals employed in certain specialty areas have rates that range from \$215 to \$650. Our hourly rates are reviewed and adjusted periodically. Adjusted rates will be applicable to any work done after the effective date of the adjustment.

In litigation and matters requiring document productions, including third party and government subpoenas, investigations, and regulatory matters, electronically stored information is almost always implicated. For these matters, the firm uses the services of its Litigation Technology Department to meet the demands of electronic discovery and document management using the latest technological tools. The services provided by the firm's Litigation Technology Department require significant expertise. Services may include coordination and consultation on discovery materials, development and hosting of document review databases. Pricing for this work is set forth in the attached schedule. Additionally, it is the firm's policy to bill for providing responses to audit letter requests. Should this type of work materialize, we charge a flat rate of \$250 to \$2,000 based on the complexity of the request and the time and resources expended by the members of the audit letter team. The flat fee covers all of the work of our centralized audit letter team to prepare the audit letter response. The flat fee does not include the time the attorneys handling your matter(s) spend preparing descriptions of actual or potential loss contingencies, which may be billed separately.

We will bill on a monthly basis for our professional fees and for reimbursement of expenses incurred in connection with this engagement. A schedule of our charges for various services and incidental items is attached. We will generally not pay the fees and expenses of

Husch Blackwell LLP

HB: 4878-5335-4442.1



## HUSCH BLACKWELL

June 21, 2024

Page 3

other service providers, such as consultants, local counsel, deposition reporters, experts, and the like, but will forward those bills directly to you for payment.

Payment shall be due upon receipt of our invoice. If we do not receive comment about the invoice within twenty days of the date of the invoice, we will assume you have reviewed the invoice and find it acceptable. Invoices not paid within thirty days of the invoice date will be subject to a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. If an invoice remains unpaid more than ninety days after the invoice date, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and future fees. You agree that, in such an event, we have the right to withdraw as your attorneys from any matter or proceeding in which we may be engaged.

**Communications.** We understand that we are to report to and take direction from you, the board chair and others authorized by you for this engagement. We understand that you have approved the use of internet e-mail for communications concerning this matter. Our state ethics rules suggest that we remind you that the internet does not provide a totally secure method of communication, and e-mail may be copied and held by any computer through which it passes. Persons not participating in the communication may intercept e-mails, and e-mails stored on computers may be accessed by unauthorized parties. If you would prefer that we not communicate with you via e-mail, please advise me immediately.

**Marketing Materials.** Periodically, our firm prepares marketing materials in which we include the names and corporate logos of selected clients and sometimes a brief description of a significant project on which we worked. You agree that we may do so with regard to you and any matters we handle for you at this time or in the future. If we include our representation of you in these materials, we will not include information about any specific transaction that is not otherwise publicly available without your prior approval.

**Document Retention.** Some materials related to our representation of you (e.g., administrative records, time and expense reports, personnel materials, and credit and accounting records) belong to us and will be handled in accordance with our document retention policy. Other materials (i.e., documents provided to us by you and the final version of documents that you retain us to create) are considered client files and belong to you. We will retain your client file for ten years or such longer period as required by statute or our firm's document retention policy. At your request, we will return your file to you or any other person designated by you. If, at your request, we retain your client files beyond their normal period of retention, such long-term storage will be at your cost. If you have not requested that we return your file or made arrangements for long-term storage, we may destroy or otherwise dispose of your client files after the retention period.

**Limited Liability Partnership.** Husch Blackwell LLP is organized as a limited liability partnership under Delaware law. This means every attorney in our firm who either directly performs or supervises legal services for you will have full professional responsibility and legal

Husch Blackwell LLP

HB: 4878-5335-4442.1

# HUSCH BLACKWELL

June 21, 2024  
Page 4

liability for those services, in addition to the firm itself. However, individual attorneys in the firm who have no direct involvement or supervisory role in your representation will not have any personal liability for the legal services performed by others in the firm.

**Conclusion of Representation.** Our relationship with you will be concluded when we have completed our agreed-upon services. In addition, and without limiting the preceding sentence, in the event we have performed no work for you or on your behalf for six consecutive months, you agree that our attorney-client relationship with you will be terminated.

It is understood that the terms of this letter and its enclosures constitute the terms under which we will undertake this representation. If you find the proposed engagement terms acceptable, please execute and return a copy of this letter for our file. If you do not agree to any of the terms of this letter and its enclosures, please call me as soon as possible within the next ten days to discuss. If I do not hear from you, it is understood that these are the terms of our representation.

Thank you for selecting us for this engagement. We look forward to working with you and your team in addressing the needs of the college.

Very truly yours,

HUSCH BLACKWELL LLP



Jon E. Anderson

JA/co

AGREED:

**SOUTHWEST WISCONSIN TECHNICAL COLLEGE**

By: \_\_\_\_\_  
Dr. Jason Wood, President

Dated: \_\_\_\_\_

Husch Blackwell LLP

HB: 4878-5335-4442.1



411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
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Phoenix  
St. Louis  
San Diego  
Tampa  
Tucson  
Washington, D.C.

June 11, 2024

**VIA EMAIL**

Dr. Jason Wood  
President  
Southwest Wisconsin Technical College District  
1800 Bronson Boulevard  
Fennimore, WI 53809

**Scope of Engagement Re: Proposed Issuance of \$4,000,000 Southwest Wisconsin Technical College District (the "District") 2024-2025 General Obligation Promissory Notes (the "Securities")**

Dear Jason:

We are pleased to be working with you again as the District's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

**Role of Bond Counsel**

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the District's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the District or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

QB/90450005.1

Quarles & Brady LLP



Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the District;
- 2) all taxable property in the territory of the District is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the District's continuing disclosure commitment, ongoing advice to the District or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the District, we will either prepare or review

Dr. Jason Wood  
June 11, 2024  
Page 3

any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Diversity of Practice: Consent to Unrelated Engagements

Because of the diversity of practice of our firm, the firm may be asked to represent other clients in matters adverse to the District, for example, in zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements require that we obtain the District's consent to such representations. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. Your approval of this letter will serve to confirm that the District consents and agrees to our representation of other present or future clients in matters adverse to the District which are not substantially related to the borrowing and finance area or any other area in which we have agreed to serve it. We agree, however, that your prospective consent to conflicting representation contained in this paragraph shall not apply in any instance where, as a result of our representation of the District, we have obtained proprietary or other confidential information, that, if known to the other client, could be used by that client to your material disadvantage. We will not disclose to the other client(s) any confidential information received during the course of our representation of the District. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent financial advisors, placement agents and underwriters of municipal obligations. In transactions that are not related to the issuance of the Securities and our role as bond counsel, we have served and presently serve as counsel to Robert W. Baird & Co. Incorporated ("Baird"). We expect to be asked to represent advisors, agents and underwriters, including Baird, in future transactions that are similarly unrelated to the issuance of the Securities and our engagement as bond counsel. We do not believe that our representation of such clients on unrelated matters will in any way limit our representation of the District. By engaging our services under the terms of this letter, the District consents to our firm undertaking representations of such clients on unrelated matters as described above now and in the future.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$14,750. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure

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Dr. Jason Wood  
June 11, 2024  
Page 4

of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing or by the District at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

#### Terms of Engagement

Either the District or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the District terminates our services, the District is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the District if, among other things, the District fails to honor the terms of this engagement letter – including the District's failing to pay our bills, the District's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the District (or its representative) our final bill for services rendered. If the District requests, we will promptly return the District's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the District. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

#### District Responsibilities

We will provide legal counsel and assistance to the District in accordance with this letter and will rely upon information and guidance the District and its personnel provide to us. We will keep the District reasonably informed of progress and developments, and respond to the District's inquiries. To enable us to provide the services set forth in this letter, the District will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The District agrees to pay our bills for services and expenses in accordance with this engagement letter. The District will also cooperate fully with us and be available to attend

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Dr. Jason Wood  
June 11, 2024  
Page 5

meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

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Dr. Jason Wood  
June 11, 2024  
Page 6

Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the District in this regard.

Very truly yours,

QUARLES & BRADY LLP



Allison M. Buchanan

AMB:TNA:crw  
#870766.00029

cc: Caleb White (via email)  
Kelly Kelly (via email)  
Lori Needham (via email)  
Taryn Alvin (via email)

Accepted and Approved:

SOUTHWEST WISCONSIN TECHNICAL  
COLLEGE DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

QB\90450005.1

**D. Approval of Platteville Outreach Site Lease**

The electronic Board material includes a request for the Wisconsin Technical College System Board to approve the extension of the College’s lease at the current Platteville Outreach site. The request includes a SWTC Board resolution indicating district Board approval.

**Recommendation:** *Approve the resolution exercising the 60-month lease renewal option with General Capital Development, LLC, beginning January 1, 2025, and ending on December 31, 2029, for approximately 2500 square feet of classroom/office space located at 150 East Pine Street, Platteville, WI, 53818, contingent upon Wisconsin Technical College System board approval.*

**REQUEST FOR APPROVAL**

**Leasing & Rentals**

**Wisconsin Technical College System Board**

This request for Wisconsin Technical College System Board approval for facilities is made pursuant to Chapter TCS 5 Wis. Adm. Code.

Project Title and Description:

Title: App Saved to this PC space for Platteville Outreach Site

Description: This project seeks approval to extend the lease agreement for existing space for the Southwest Tech Outreach Site in Platteville. The space will continue to house classrooms for computer, Program Outreach, English Language Learner (ELL), and Adult Education instruction and provide space for customized training contracts and other BIS offerings. The requested lease extension is for a period of sixty months. This space is needed for the primarily purpose of continue to serve the needs of the Platteville area and those in the southern portion of the College’s district.

District: Southwest Wisconsin Technical College

Authorized Representative: Caleb White

Date of Requested WTCSB Action: September 2024

1. TCS 5.04(3)(a) "A resolution of the district board approving the lease contingent upon board approval." ***To be approved at the July 8, 2024 district board meeting.***

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

WHEREAS, Southwest Wisconsin Technical College has continued demand for use of outreach facilities for Adult Education and other outreach programming to meet the needs of the Platteville area, and

WHEREAS, Southwest Wisconsin Technical College has recognized the need for an off-campus facility in Platteville of approximately 2,500 square feet to meet classroom/office demand, and

WHEREAS, Southwest Wisconsin Technical College has considered the continuation of the lease at the current Southwest Tech Platteville Outreach Site facility located at 150 East Pine Street, Platteville, WI, and

WHEREAS, Southwest Wisconsin Technical College has the ability to fund the off-campus Platteville facility from operational funds obtained through program fees and tax levy,

BE IT THEREFORE RESOLVED that the District Board of Southwest Wisconsin Technical College approves the lease extension of approximately 2,500 square feet located at 150 East Pine Street Platteville, WI, to provide an off-site classroom/office space contingent upon Wisconsin Technical College System board approval

Adopted and recorded this 8th day of July 2024

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

2. TCS 5.04(3)(c) "A copy of the proposed lease reviewed by the district's legal counsel."

**BoardmanClark**

EILEEN A. BROWNLEE  
ATTORNEY  
150 EAST PINE STREET, PLATTEVILLE, WISCONSIN 53818  
TEL: 608.785.1234  
WWW.BOARDMANCLARK.COM

October 17, 2019

Mr. Caleb White  
Vice President for Administrative Services  
Southwest Wisconsin Technical College  
1800 Bronson Boulevard  
Fennimore, WI 53809

Re: Platteville Lease

Dear Mr. White:

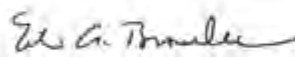
This letter advises you that I received the lease for office and educational services at premises located at 150 East Pine Street, Platteville, Wisconsin 53818.

I am satisfied that the lease terms are acceptable.

If you have any questions, please do not hesitate to contact me.

Sincerely,

BOARDMAN & CLARK LLP

  
Eileen A. Brownlee

EBR/sl



**PLATTEVILLE**  
**BUILDING LEASE**

Date: ~~December 2019~~ *January 1, 2020*  
Landlord: GENERAL CAPITAL DEVELOPMENT, LLC  
Tenant: SOUTHWEST WISCONSIN TECHNICAL COLLEGE

1. **BASIC TERMS:**

The following terms shall have the meaning set forth in this Section unless specifically modified by other provisions of this Lease:

- 1.1 **Building:** The mixed use residential and commercial building known as Ruxton Apartments located at the corner of Pine Street and Oak Street in the City of Platteville, Grant County, Wisconsin, as shown on the Site Plan attached hereto as Exhibit A.
- 1.2 **Premises:** Approximately 2,500 square feet of floor area in the Building as shown on the Site Plan attached hereto as Exhibit A.
- 1.3 **Outdoor Patio Area:** The area to the east of the Premises shown on Exhibit A.
- 1.4 **Term:** Five (5) years commencing on the Commencement Date and ending on the Termination Date.
- 1.5 **Commencement Date:** The date that Landlord delivers possession of the Premises to Tenant with Landlord's Work substantially completed, which date is anticipated to be January 1, 2020.
- 1.6 **Rent Commencement Date:** Two (2) months after the Commencement Date (understanding that during the first Lease Year, only ten (10) months' of Rent will be paid).
- 1.7 **Termination Date:** The last day of the fifth (5<sup>th</sup>) Lease Year (as hereinafter defined) unless extended as set forth in Section 2 below.
- 1.8 **Tenant Extension Options:** Two (2) additional periods (the first being five (5) full Lease Years, and the second which ends on April 30, 2033).
- 1.9 **Monthly Gross Rent:**

Lease Year	Monthly Gross Rent
1	\$ 1,500.00
2	\$ 1,545.00
3	\$ 1,591.35
4	\$ 1,639.09
5	\$ 1,688.26
First Option	

6	\$	1,738.91
7	\$	1,791.08
8	\$	1,844.81
9	\$	1,900.16
10	\$	1,957.16
2 <sup>nd</sup> Option		
11	\$	2,015.87
12	\$	2,076.35
13	\$	2,138.64
14*	\$	2,202.80

\* The 14<sup>th</sup> Lease Year ends on April 30, 2033.

1.10 **Permitted Use:** Class rooms and ancillary uses/activities for its technical college.

1.11 **Landlord's Address For Notices:**

General Capital Development, LLC  
c/o General Capital Management, Inc.  
6938 N. Santa Monica Blvd.  
Fox Point, WI 53217  
Attn: Michael D. Weiss  
Email: michael@generalcapitalgroup.com

1.12 **Tenant's Address For Notices:**

*Southwest Tech*  
*c/o VP for Administrative Services*  
*1800 Bronson Blvd*  
*Fennimore, WI 53904*  
Email: *cwhite@swtcedp*

1.13 **Security Deposit:** \$1,500 payable upon lease execution.

1.14 **Tenant's Contribution:** \$50,000 flat fee for work completed in Exhibit B

1.15 **Tenant's Trade Name:** Southwest Wisconsin Technical College

1.16 **Broker(s):** None.

1.17 **Exhibits:**  
A – Site Plan of the Building  
B – Landlord's Work  
C – Tenant's Work  
D – Prohibited Uses

2. **DEMISE AND TERM:**

(a) Landlord leases the Premises described in Section 1.2 above to Tenant and Tenant leases the Premises from Landlord subject to the provisions of this Lease; provided, however, the exterior walls and roof of the Premises and the area beneath the Premises are not demised hereunder, and the use thereof together with the right to install, maintain, inspect, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Premises in



locations which will not materially interfere with Tenant's use thereof and serving other parts of the Building are hereby reserved unto Landlord.

(b) The Term of this Lease shall commence on the Commencement Date set forth in Section 1.5 and shall end on the Termination Date set forth in Section 1.7 unless adjusted, extended or sooner terminated as provided herein. If Landlord is not able to deliver possession of the Premises to Tenant on the Commencement Date because Landlord has not substantially completed the construction of the Building or the Premises or for any other reason, Landlord shall not be subject to any liability for the failure to deliver possession, but the Commencement Date shall be delayed until possession of the Premises is delivered to Tenant. Each party agrees, at the request of the other, to execute and deliver an instrument confirming the actual Commencement Date, Rent Commencement Date and Termination Date when determined. As used herein, "Lease Year" shall mean a period of twelve (12) full and consecutive calendar months. The initial Lease Year shall begin on the Commencement Date and end on the last day of the month preceding the first anniversary of the Commencement Date; provided, however, if the Commencement Date does not occur on the first day of a calendar month, then the initial Lease Year shall begin on the Commencement Date and end on the last day of the month which contains the first anniversary thereof. Each succeeding Lease Year shall begin upon the termination of the preceding Lease Year.

(c) Promptly upon the execution of this Lease by Tenant, Tenant agrees to make appropriate application for all necessary permits or approvals ("Approvals") for Tenant's construction, operation and use of the Premises for the Permitted Use. Tenant shall diligently pursue and use its best efforts to obtain such Approvals, and immediately upon receipt thereof, Tenant shall give Landlord written notice of such Approvals, together with a copy thereof.

(d) Tenant shall have the option to extend the Term for two additional periods as set forth in Section 1.8. Each such option shall be exercised only by Tenant giving written notice thereof which is received by Landlord at least one hundred eighty (180) days prior to the Termination Date, time being of the essence; provided, however, Tenant shall be entitled to exercise each option to extend granted herein, and the Term of this Lease shall, in fact, be extended, only if this Lease is in full force and effect and Tenant is not in default hereunder. In the event that the Term of this Lease is in fact extended pursuant to the foregoing, then any such extension shall be upon all of the same terms, covenants, provisions and conditions as contained in this Lease. The rights hereby granted are personal to Tenant named herein and are not transferable to any assignee or subtenant hereunder. In the event of any assignment of the Lease or subletting of the Premises, the rights set forth in this Paragraph shall automatically terminate and shall thereafter be null and void.

3. **RENT:**

Tenant agrees to pay to Landlord at the address set forth in Section 1.11 or such other place designated by Landlord, without prior demand or notice, the rent for the Premises consisting of Gross Rent set forth in Section 3.1 and any other additional payments due under this Lease (collectively referred to as "Rent"). Notwithstanding the foregoing, since Landlord has implemented electronic transfer of funds for payment of monthly installments of Rent due hereunder, Tenant agrees to execute and deliver any authorization required from time to time to initiate and perform debit entries from Tenant's checking or savings account to effectuate such electronic transfer of funds. Landlord's liability to Tenant shall be limited to the exercise of ordinary care in initiating debit entries as aforesaid and in no event shall Landlord be liable for any indirect, consequential or incidental damages which Tenant may incur. The obligation of Tenant to pay Rent is hereby declared to be an independent covenant. The parties hereto agree

that the Rent payable under the terms of this Lease shall be an absolute net return to Landlord for the Term free from any expense, charge, deduction, offset or counterclaim by reason of any obligation of Landlord or any other reason, and all of the provisions of this Lease shall be construed and interpreted to such end.

- 3.1 **Gross Rent:** The Monthly Gross Rent specified in Section 1.9 shall be payable in advance on the first day of each month from and after the Rent Commencement Date until the expiration of the Term. The Monthly Gross Rent for any partial month during the Term shall be prorated on a thirty (30) day basis.
- 3.2 **Personal Property Taxes:** Tenant agrees to timely pay when due all personal property taxes, whether assessed against Landlord or Tenant, on Tenant's furniture, equipment and other items of personal property owned by Tenant and located in or about the Premises.
- 3.3 **Late Charge:** Tenant acknowledges that late payment of Rent involves additional costs to Landlord for collection and bookkeeping, and, accordingly, Tenant agrees that, if Rent due hereunder is not paid by the fifth day after it is due, then Tenant shall pay upon demand, as additional rent, a late charge equal to five percent (5%) of the amount required to be paid. After implementation of electronic transfer of funds for payment of monthly installments of Rent, if Rent due hereunder is not paid when due (unless the result of an electronic transfer error by Landlord), then Tenant shall pay upon demand, as additional rent, a late charge equal to five percent (5%) of the amount required to be paid. The foregoing provisions for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Tenant hereunder or to relieve Tenant of its obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by, Landlord of such late charge shall be construed as a cure of Tenant's default in the payment of rent. Tenant further acknowledges that if any check given by Tenant for payment of any amount due shall not be honored by the bank on which it is drawn for any reason, then Landlord shall incur additional costs for collection and bookkeeping, and Tenant therefore agrees to pay Landlord upon demand the sum of \$50.00 for each occurrence in addition to all other charges and amounts due (including any applicable late charge).

4. **SECURITY DEPOSIT:**

Upon execution of this Lease by Tenant, Tenant shall deposit with Landlord the Security Deposit set forth in Section 1.13, as security for the prompt, full and faithful performance by Tenant of each and every provision of this Lease. Landlord is not required to hold the Security Deposit in any special or trust account, but may commingle the Security Deposit with other funds of Landlord. No interest shall be paid to Tenant on the Security Deposit. If Tenant fails to perform any of its obligations under this Lease, Landlord may, but shall not be obligated to, use, apply or retain the whole or any part of the Security Deposit for the payment of (i) any Rent or other sums of money due from Tenant hereunder, (ii) any sum expended by Landlord on Tenant's behalf in accordance with the provisions of this Lease, and/or (iii) any costs or expenses incurred by Landlord as a result of Tenant's default. The use, application or retention of the Security Deposit or any portion thereof by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law. Landlord, as a condition of exercising any such right or remedy, shall not first be required to proceed against the Security Deposit. If any portion of the Security Deposit is used, applied or retained by Landlord for the purposes set forth above, Tenant agrees, within ten (10) days after the written demand from Landlord, to deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. If Tenant shall fully and faithfully comply with all of the provisions of this Lease, the Security Deposit or

any balance thereof shall be returned to Tenant after the expiration or termination of this Lease after Tenant has surrendered the Premises to Landlord in accordance with this Lease and paid all amounts due and owing to Landlord. In no event shall Tenant be permitted to use or designate the Security Deposit for the payment of Rent.

5. **CONDITION OF PREMISES:**

(a) Prior to the Commencement Date, Landlord shall substantially complete the construction of the improvements to the Premises as identified and described on Exhibit B attached hereto ("Landlord's Work"). All Landlord's Work shall be done in a good and workmanlike manner in compliance with all building codes and regulations. In the event of a dispute, Landlord's architect shall determine whether the work has been done in accordance with the terms of this Lease and his decision shall be conclusive. Tenant's taking possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that they are in satisfactory condition. Notwithstanding any provision hereof to the contrary, Landlord may make such variations in the work to be performed by it as may be necessary or appropriate for the development of the Building and construction of the Premises and the Building, but no such changes shall materially alter the general appearance or amount of floor space nor substantially affect the quality or substantially change the interior arrangement of the Premises.

(b) Prior to the Rent Commencement Date, Tenant, at Tenant's sole cost and expense, shall perform all other alterations, improvements and other work not specifically the responsibility of Landlord as set forth in Exhibit B and necessary to complete construction of the Premises and to prepare the Premises for Tenant's use ("Tenant's Work"). All such work shall be done in accordance with Exhibit C, attached hereto.

(c) The parties acknowledge that Landlord will be performing work to complete the construction of the Building during the period prior to, and perhaps beyond, the Rent Commencement Date.

6. **USE:**

(a) The Premises shall be used only for the Permitted Use set forth in Section 1.10 above and for no other purposes. Tenant shall not do or permit anything to be done in or about the Premises which in any way will obstruct or interfere with the rights of any other occupants of the Building, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose or which could injure the reputation of the Building or otherwise violate any recorded covenant or restriction affecting the Building. Tenant expressly acknowledges that residential tenants occupy apartments adjacent and above the Premises, and Tenant agrees that it shall not cause or maintain or permit any nuisance or any act or condition which disturbs the quiet enjoyment of any other tenant of the Building. Tenant shall not commit or suffer the commission of any waste in, on or about the Building. Tenant shall not cause or permit any obnoxious odors or fumes which Landlord in its sole discretion shall consider objectionable to emanate from the Premises, nor shall Tenant cause any excessive noise or use any advertising medium (such as loudspeakers, phonographs or radio broadcasts) that may be heard outside the Premises or that shall be a nuisance to Landlord or other tenants of the Building and upon notice from Landlord, Tenant shall cause such odors or noise to cease. Tenant expressly acknowledges that it shall be the sole responsibility of Tenant to secure all necessary permits, licenses and approvals from all governmental authorities having jurisdiction for the use of the Premises as set forth herein. No auction, fire, bankruptcy, liquidation, sidewalk or any similar type of sale shall be conducted on the Premises. Tenant agrees that all loading and unloading of goods shall be made at such places as are designated by Landlord and all loading and unloading operations shall be conducted so as not to obstruct or hinder the residential tenants of the Building or the operation of the businesses

of the other tenants of the Building, nor will Tenant unreasonably block or obstruct any street, sidewalk or right-of-way adjacent to the Building. Tenant shall at all times vigorously operate its business in a reputable and first-class manner so as to promote and not to injure the reputation of the Building. Tenant shall maintain adequate equipment and employ sufficient personnel to assure a successful operation on the Premises and shall be open for business and operate the entire Premises (unless prevented by acts of God or other circumstances not within its control) during the entire Term of this Lease.

(b) No portion of the Premises shall at any time be used for any of the purposes or for the display or sale of any of the merchandise or services set forth on Exhibit D attached hereto.

7. **COMPLIANCE WITH LAWS AND BUILDING RULES:**

Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now or hereafter in force, and with the requirements of the local Board of Fire Underwriters or any similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Tenant shall not do or permit anything to be done on or about the Building or bring or keep anything therein which will in any way increase the cost of any insurance now or hereafter carried on the Building or any of its contents or that will invalidate any such insurance. If Tenant installs any electrical equipment that overloads the electrical lines in the Premises, Tenant shall, at its own expense, make such changes as may be necessary to comply with the requirements of insurance underwriters and governmental authority having jurisdiction. Tenant shall also comply with all rules and regulations to regulate the use, occupancy and operation of the Building which may from time to time be established by Landlord in writing (the "Building Rules"), and any modifications or amendments thereto. Landlord shall not be responsible to Tenant for the noncompliance by other tenants or occupants with the Building Rules. For the enforcement of the Building Rules, Landlord shall have available to it all remedies provided in this Lease in the event of a breach thereof and all legal remedies whether or not provided for in this Lease by law or in equity.

8. **ENVIRONMENTAL REQUIREMENTS:**

(a) Tenant shall comply with all applicable federal, state and local environmental laws, ordinances and all amendments thereto and rules and regulations implementing the same, together with all common law requirements, which relate to discharge, emissions, waste, nuisance, pollution control, hazardous substances and other environmental matters as the same shall be in existence during the Lease Term. All of the foregoing laws, regulations and requirements are hereinafter referred to as "Environmental Laws". Tenant shall obtain all environmental licenses, permits, approvals, authorizations, exemptions, certificates and registrations (hereinafter collectively referred to as "Permits") and make all applicable filings required of Tenant under the Environmental Laws required by Tenant to operate at the Premises. The Permits and required filings shall be made available for inspection and copying by Landlord at Tenant's offices upon reasonable notice and during business hours. Tenant shall not cause or permit any flammable explosive, oil, contaminant, radioactive material, hazardous waste or material, toxic waste or material or any similar substance which is or may become regulated under any applicable federal, state or local law (hereinafter collectively referred to as "Hazardous Substances") to be brought upon, kept or used in or about the Premises except for small quantities of such substances as is necessary in the ordinary course of Tenant's business provided that Tenant shall handle, store, use and dispose of any such Hazardous Substance in compliance with all applicable laws and the highest standards prevailing in the industry for the storage and use of such substances or materials, in a manner which is safe and does not contaminate the Premises, and Tenant shall give Landlord written notice of the identity of such substances. If any lender or governmental agency

shall ever require testing to ascertain whether or not there has been any release of any Hazardous Substance, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional rent if such requirement applies to the Premises. Tenant shall, from time to time, at Landlord's request, execute such other affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances on the Premises. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability, claim or injury, including attorney fees, and the cost of any required or necessary repair, cleanup, remediation or detoxification, arising out of (i) the use, manufacture, handling, storage, disposal or release of any Hazardous Substances by Tenant, its agents and employees on, under or about the Premises, or (ii) an actual or alleged violation of Environmental Laws in connection with the occupancy of the Premises by Tenant or any occupant of the Premises or the operation of Tenant's business on the Premises during the Lease Term. The foregoing covenants and indemnification shall survive the expiration of the Term of this Lease.

(b) The parties acknowledge that (i) microorganisms, including, but not limited to, mold, mildew, spores, other forms of fungi or bacteria, and any toxin secreted therefrom ("Microorganisms") occur naturally in the environment and may be present in the indoor air of the Premises, on the interior surfaces of the Premises, within the wall cavities, roof and windows of the Premises and/or on the exterior surfaces of the Premises, (ii) moisture in the Premises may cause the growth, release, discharge, dispersal, or presence of Microorganisms which, at certain levels, may cause deterioration of building materials, damage to property, health hazards, personal injury and/or other irritant effects such as skin irritation, respiratory problems and/or allergic reactions, and (iii) because Microorganisms occur naturally in the environment, Landlord cannot eliminate the possibility that Microorganisms may grow in, on, or about the Premises. In order to minimize the occurrence and growth of Microorganisms in the Premises, Tenant hereby agrees as follows:

i. Tenant shall, as soon as reasonably possible, dry and remove any visible moisture accumulation in or on the Premises, including on walls, windows, floors, ceilings and restroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in the restrooms as necessary; and avoid excessive moisture in the Premises by all appropriate means including closing all windows, doors, walls and other openings to prevent water from penetrating into the Premises.

ii. Tenant shall clean and dust the Premises regularly to keep the same free of dirt and debris that can harbor Microorganisms.

iii. Tenant shall promptly notify Landlord in writing of the presence of (x) water leaks, drips or sweating pipes, excessive moisture, water overflows from restrooms or standing water inside the Premises, (y) a malfunction in any part of the heating, air-conditioning, or ventilation system in the Premises, or (z) any observed or suspect growth of mold, mildew, fungi or other similar items in the Premises.

iv. Landlord shall have the right to investigate any conditions of which Tenant has informed Landlord pursuant to subparagraph (ii) above, in order to determine the extent of the problem and the appropriate cleanup, remediation and/or detoxification measures, if any. In the event that the condition was caused by Tenant's failure to comply with the terms of this Lease, then Tenant shall reimburse Landlord for the costs of such inspection and testing, and for any cleanup, remediation and/or detoxification performed by Landlord within ten (10) days after demand therefor or, at Landlord's option, Tenant shall perform the cleanup, remediation and/or detoxification at Tenant's sole cost and under Landlord's direction.

v. To the fullest extent permitted by law, Tenant assumes all risk of personal injury and property damage and fully releases and discharges Landlord from and against any and all claims, damages, actions, liabilities, losses and expenses, arising out of the indoor air quality of the Premises or the presence of any Microorganisms in the Premises. Tenant further agrees to indemnify and defend landlord from any claims, damages, actions, liabilities, losses and expenses including reasonable consultant fees and the cost of inspection, testing, cleanup, remediation and detoxification arising out of the presence of any Microorganisms in the Premises caused by Tenant or Tenant's guests or invitees or by Tenant's failure to comply with the terms of this Lease.

9. **OUTDOOR PATIO AREA:**

Provided Tenant obtains all required permits from the City of Platteville, Tenant shall have the exclusive right to use the Outdoor Patio Area upon the following terms and conditions:

(a) Tenant's use shall be in accordance with all applicable laws and regulations, and Tenant shall be responsible for obtaining any required approvals of governmental authorities having jurisdiction for such use. Further, Tenant's use shall not interfere with the operations of other tenants and occupants of the Building.

(b) Tenant may install, at its sole cost, tables, chairs, and other movable furniture and fixtures (the "Equipment") in the Outdoor Patio Area, so long as the Equipment has been approved in advance in writing by Landlord, which approval shall not be unreasonably withheld. The parties acknowledge that it shall not be unreasonable for Landlord to withhold consent if the Equipment is not compatible with the architectural style of the Building. If Tenant's use of the Outdoor Patio Area is seasonal, Tenant shall remove the Equipment and all other items located in or about the Outdoor Patio Area promptly after Tenant ceases to use the Outdoor Patio Area each year during the Term. The storage of the Equipment shall be done by Tenant at its sole expense. Any damage, destruction, theft or vandalism of or to the Equipment shall be the sole responsibility of Tenant.

(c) Tenant shall keep the Outdoor Patio Area and the Equipment clean and in good repair at all times, and Landlord shall have no responsibility with respect to the maintenance, repair or replacement of the Outdoor Patio Area or the Equipment and facilities located therein except for repair of the pavement not caused by Tenant, its agents, employees or invitees. Tenant shall be solely responsible for all maintenance, repairs and replacements of the landscape/planting beds located in the Outdoor Patio Area (if applicable).

(d) Tenant shall pay any utility charges payable with respect to the Outdoor Patio Area.

Subject to the provisions of this Section, the Outdoor Patio Area shall be deemed a part of the Premises demised under this Lease for all purposes of this Lease, provided, however, the floor area of the Outdoor Patio Area shall not be included in the floor area of the Premises or the total leasable floor area of the Building for the purpose of calculating the Monthly Gross Rent payable by Tenant.

10. **PARKING:**

Tenant shall have no rights to park in the common areas of Building, as all such parking is reserved for the residential tenants of the Building. Tenant and its employees, students and guests shall park on the public streets. However, Tenant shall have the right to use the four (4) handicap parking spaces identified on the Site Plan attached hereto as Exhibit A.



**11. MAINTENANCE AND REPAIRS:**

Landlord shall cause the exterior walls, roof, and foundation of the Building to be kept in proper repair during the Lease Term and the cost thereof shall be included in Rent; provided, however, that if any such repairs shall be occasioned by the acts or negligence of Tenant, its agents, employees, customers or invitees, Tenant shall be responsible for the entire cost of such repairs. Except for the repairs Landlord is specifically obligated to make as set forth above, Tenant shall, at its expense, during the Lease Term, pay for and make all other necessary repairs and replacements to the Premises, including, but not limited to, the doors, door checks, door hardware, windows, ceiling tile, store front, fixtures, heating, ventilating and air conditioning facilities located in or exclusively servicing the Premises and the electrical, plumbing and fire protection facilities in or exclusively servicing the Premises to the point of entry to a common line, and keep and maintain the same in good condition and repair so that at the expiration of the Term, the Premises shall be surrendered to Landlord in the same condition that the same are in at the commencement of the Term, ordinary wear and tear excepted. Tenant shall be responsible for repairing any damage to the Premises or the Building caused by the installation or moving of Tenant's furniture, equipment and personal property. Tenant shall, at its expense, also repair or replace with glass of equal quality and matching appearance any broken or cracked plate or other glass in doors and windows. Tenant shall not defer any repairs or replacements to the Premises by reason of the anticipation of the expiration of the Term. The surrender of the Premises upon the expiration or early termination of this Lease shall not relieve Tenant of the obligation to pay for all repairs or replacements to the Premises which Tenant was obligated to perform during the Lease Term, which obligation shall survive the expiration or early termination of this Lease.

Without limiting Tenant's obligations under this Section, Tenant shall, at Tenant's option, at all times during the term of this Lease, either (a) have and keep in force a maintenance contract, in form and with a contractor satisfactory to Landlord, or (b) may use its own qualified in-house personnel to inspect, the heating, ventilating and air conditioning equipment servicing the Premises, who will provide for maintenance and any necessary repairs thereto. In either (a) or (b), such inspections shall be conducted at least twice each calendar year. Tenant shall furnish Landlord a copy of its maintenance contract or plan regarding the use of a qualified in-house personnel, prior to the Commencement Date (and in the case of a maintenance contract, such contract shall not be cancellable by either party unless at least thirty (30) days prior written notice is given to Landlord). Promptly upon completion of each such inspection and maintenance, Tenant shall furnish to Landlord written evidence of the results of any inspections and the performance of such maintenance.

Tenant shall keep the Premises in a clean, tenable condition and shall not permit any garbage, rubbish, refuse or dirt of any kind to accumulate in or about the Premises or the Building. Landlord shall arrange for the commercial or municipal removal of all garbage and refuse of the Building, and Tenant shall use such dumpsters and areas as Landlord shall designate for such purposes, and the costs and expenses attributable thereto are included in Rent. Tenant agrees, at its sole cost and expense, to comply with all present and future laws, orders and regulations regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash into such categories as provided by law.

**12. UTILITIES:**

From and after the Commencement Date, Tenant shall be responsible for and promptly pay all charges for telephone and separately metered gas, electricity, and any other separately metered utility services used or consumed in the Premises. Water and/or sewer usage is included in Rent. Internet service will be available to the Building and provided by Century Link. Tenant will be responsible under a separate agreement with Century Link to bring the internet service to the Premises, and for

the ongoing cost of the service. Tenant shall keep the Premises sufficiently heated so as to prevent freezing and deterioration thereof and/or the equipment and facilities contained therein. Should Landlord elect to supply any utility used or consumed in the Premises, Tenant agrees to pay for the same as additional rent, but in no event at a cost greater than as if purchased directly and in the same quantity from the public utility furnishing the same. In no event shall Landlord be liable for damages, nor shall the rental herein reserved be abated or subject to offset or deduction for an interruption, delay or failure in the supply of any utility services for the Premises nor shall any such interruption, delay or failure in supply of such services be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing all of the provisions of this Lease.

**13. ALTERATIONS:**

Tenant shall not make any alterations, additions or improvements ("Alterations") in, on or to the Premises or any part thereof without delivering to Landlord the plans and specifications therefor and obtaining the prior written consent of Landlord. Landlord's consent to any Alterations may be granted or withheld in its sole discretion or may be made contingent upon Tenant agreeing to such conditions relating thereto as Landlord may impose. Any Alterations shall be made at Tenant's own cost and expense and in a good and workmanlike manner in accordance with the laws, ordinances and codes relating thereto and free from any claim or claims for construction liens, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. At the request of Landlord, Tenant shall provide prior to commencement of the work, a construction cost breakdown for such work certified to by the architect or contractor employed by Tenant to supervise such work, which breakdown shall show the total cost of such work and all component items thereof, and written evidence reasonably acceptable to Landlord of Tenant's financial ability to pay for all such work in full. Tenant shall employ only such labor in performing said work or any other construction work in or about the Premises during the term as will not cause any conflict or controversy with any labor organization representing building trades performing work in or about the Building. Tenant shall perform any Alterations in a manner so as to cause the least possible interference with and disturbance to other tenants of the Building.

**14. SIGNS:**

Tenant shall not erect, install or maintain any sign, advertising or display matter on any exterior door, wall or window of the Premises or on any other part of the Premises which is visible to public view outside the Premises without the prior written approval of Landlord. All approved signage must comply with all applicable governmental and insurance requirements. Tenant shall promptly, upon written notice from Landlord, remove any such sign, advertising or display matter erected or maintained in violation of this Section, and if Tenant fails to do so, Landlord or its agents or contractors may enter upon the Premises and cause the same to be removed and the cost of removal and restoration shall be paid by Tenant as additional rent upon demand. Tenant shall maintain, repair and replace such signs and lights and shall pay for all electric current consumed thereby, and Tenant shall hold Landlord harmless from all liability on account of the erection, maintenance, repair and replacement thereof. No name, symbol, mark, design or insignia adopted by Landlord for use in connection with the Building shall be used by Tenant without in each instance the prior written consent of Landlord. Upon the expiration or earlier termination of the Term, Tenant shall remove all exterior signs from the Premises at its sole cost and expense. Tenant shall fill all holes and repair all damage to the Premises caused by the installation and removal of such signs.

**15. LIENS:**

Tenant shall not create or permit any liens under any construction lien law to be filed or recorded against the Premises or the Building or against the interest of Landlord or Tenant therein. If any



such lien is filed or recorded, Tenant shall immediately cause such lien to be discharged of record.

**16. RIGHT OF ENTRY:**

Landlord and its agents shall at all reasonable times have the right to enter the Premises to inspect the condition thereof, to show the Premises, and to improve or repair the Premises and any portion of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon the Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. Nothing contained herein shall be deemed to impose on Landlord any obligation or duty to make repairs or alterations to the Premises except as expressly provided in this Lease. In case of emergency (the existence of which shall be determined by Landlord), if Tenant shall not be present to permit entry, Landlord or its representatives may enter the same forcibly without rendering Landlord or its representatives liable therefor or affecting Tenant's obligations under this Lease. During the six (6) months prior to the expiration of the Term, Landlord may exhibit the Premises to prospective tenants and place upon the Premises the usual notices "To Let" or "For Rent", which notices Tenant shall permit to remain therein without molestation.

**17. INSURANCE:**

Tenant shall, at its expense obtain and carry at all times during the Term of this Lease (a) commercial general liability insurance on an "occurrence form" for bodily injury and property damage with limits of \$2,000,000 for each occurrence, including but not limited to premises-operation, products-completed operations and contractual coverage for the indemnification obligations of Tenant contained in this Lease; (b) property insurance written on a "Special Cause of Loss" form, without deductible or coinsurance, covering the contents of the Premises and all alterations, additions and leasehold improvements made by or for Tenant in the amount of their full replacement value; (c) plate glass insurance covering all plate glass in the Premises in the amount of the full replacement cost thereof; (d) if and to the extent required by law, worker's compensation insurance or similar insurance; (e) business automobile liability insurance covering owned, hired and non-owned vehicles with limits of \$2,000,000 combined single limit each occurrence, and (f) such other insurance as may reasonably be required from time to time by Landlord or any underlying lessor or mortgagee of the Building. All of such policies shall be written by an insurance company or companies reasonably satisfactory to Landlord, shall name Tenant, Landlord and any other parties in interest designated by Landlord, as insured, as their interests may appear, shall be written as primary policy coverage and not contributing with or in excess of any coverage which Landlord may carry, and shall contain a clause that the insurer will not cancel or change the insurance coverage without at least thirty (30) days prior written notice to Landlord. A certificate of Tenant's insurers evidencing such insurance and in form acceptable to Landlord shall be furnished to Landlord prior to the Commencement Date and at least thirty (30) days prior to the renewal date and at such other times as may be reasonably requested by Landlord. Such insurance may be furnished by Tenant under any blanket or umbrella policy carried by it or under a separate policy therefor provided that any such policy contains an endorsement that names Landlord as an additional insured, references the Premises and guarantees a minimum limit available for the Premises equal to the insurance amounts required in this Lease. Landlord may at any time and from time to time inspect and/or copy any and all insurance policies required to be procured by Tenant under this Lease.

18. **WAIVER OF SUBROGATION:**

Each party hereby expressly releases the other for liability it may have on account of any loss to the Premises or Building or contents of either due to fire or any peril included in the coverage of any applicable fire and extended coverage and material damage insurance, however caused, including such losses as may be due to the negligence of the other party, its agents or employees, but only to the extent of any amount recovered by reason of such insurance, and each party hereby waives any right of subrogation which might otherwise exist in or accrue to such party on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage under applicable state law (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss. Each party to this Lease shall promptly give to its insurance company written notice of the mutual waivers contained in this Paragraph.

19. **INDEMNIFICATION:**

Tenant hereby indemnifies Landlord and its managing agent and their respective parent companies and/or corporations, their respective controlled, associated, affiliated and subsidiary companies and/or corporations and their respective representatives, shareholders, members, officers, directors, partners, agents, trustees, consultants, employees, successors and assigns (collectively, the "Landlord Indemnitees"), and agrees to save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises (except to the extent the same results from the negligence or intentional misconduct of Landlord) or arising by reason of Tenant's occupancy of the Premises or by reason of any breach or default by Tenant in the performance of any term of this Lease on Tenant's part to be performed. For the purpose hereof, the Premises shall include the service areas adjoining the same and any loading area allocated to the use of Tenant. In case Landlord shall be made a party to any litigation arising out of any such occurrence, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation. Tenant's obligations under this Section shall survive the termination of this Lease. Tenant shall give prompt notice to Landlord of any occurrence within the Premises or the Building for which Tenant may be liable to Landlord. Any indemnity contained in this Lease for the benefit of Landlord shall be deemed to inure to the benefit of the other Landlord Indemnitees as well.

Landlord hereby indemnifies Tenant and its managing agent and their respective parent companies and/or corporations, their respective controlled, associated, affiliated and subsidiary companies and/or corporations and their respective representatives, shareholders, members, officers, directors, partners, agents, trustees, consultants, employees, successors and assigns (collectively, the "Tenant Indemnitees"), and agrees to save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Building other than the Premises (except to the extent the same results from the negligence or intentional misconduct of Tenant) or by reason of any breach or default by Landlord in the performance of any term of this Lease on Landlord's part to be performed. In case Tenant shall be made a party to any litigation arising out of any such occurrence, then Landlord shall protect and hold Tenant harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Tenant in connection with such litigation. Landlord's obligations under this Section shall survive the

termination of this Lease. Any indemnity contained in this Lease for the benefit of Tenant shall be deemed to inure to the benefit of the other Tenant Indemnitees as well.

20. **NON-LIABILITY OF LANDLORD:**

Landlord shall not be liable to Tenant, and Tenant hereby waives all claims against Landlord, for any injury or damage to any person or property or any other interest of Tenant sustained by Tenant or any party claiming through Tenant resulting from the Building or Premises, or any part thereof, or any equipment thereof becoming out of repair; flooding of basements or other areas; damages caused by sprinkling devices, air-conditioning apparatus, snow, frost, water leakage, steam, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors or noise or the bursting or leaking of pipes or plumbing fixtures; any act or neglect of Landlord or of other tenants or occupants or employees in the Building; or any other thing or circumstance whatsoever, whether of a like nature or of a wholly different nature. All property in or about the Building or in the Premises belonging to Tenant, its agents, employees or invitees shall be there at the risk of Tenant or other person only, and Landlord shall not be liable for damage thereto or theft, misappropriation or loss thereof. If Landlord shall fail to perform any covenant or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Building and out of rents or other income from such property receivable by Landlord, and neither Landlord nor any of the members of Landlord shall be personally liable for any deficiency.

21. **CASUALTY:**

If the Premises or the Building is damaged or destroyed by fire or other casualty covered by insurance, then this Lease shall continue in full force and effect and Landlord shall cause the Premises to be restored to the condition which Landlord furnished to Tenant upon the commencement of the Term. Landlord shall be under no obligation to cause the restoration of any Alterations to the Premises made by Tenant unless the same is covered by Landlord's insurance, but nothing herein shall be construed to require Landlord to insure such property. In no event shall Landlord be obligated to expend an amount in excess of the insurance proceeds available to Landlord for such repair or restoration. In the event the Premises are repaired as provided herein, then Tenant shall repair and restore its merchandise, furnishings, furniture, equipment and all alterations, additions and leasehold improvements made by or for Tenant to at least a condition equal to that prior to its damage. If the Premises or any part thereof shall be rendered untenable by any destruction or damage, then a pro rata portion of the Gross Rent based upon the number of square feet of area in the Premises which are untenable shall be abated until the Premises or such part thereof shall have been put in tenable condition. Notwithstanding the foregoing, if any destruction or damage to the Premises or to the Building (whether or not the Premises are affected) is so extensive that Landlord, in its sole discretion, elects not to repair or restore the Premises or Building or the proceeds of insurance are not sufficient or available to fully pay the cost of the repair or restoration, then Landlord may terminate this Lease effective as of the date of the damage by written notice to Tenant, such notice to be given within ninety (90) days after the occurrence of such damage or destruction.

22. **CONDEMNATION:**

If all or substantially all of the Premises are sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the Gross Rent payable hereunder shall be apportioned accordingly. If any material part of the Building is sold or taken (whether or not the Premises are affected), Landlord shall have the right to terminate this Lease as of the date possession is transferred

to the acquiring authority upon giving written notice thereof to Tenant, and the Gross Rent payable hereunder shall be apportioned accordingly. In the event this Lease is not terminated pursuant to the foregoing, then this Lease shall continue in force as to the part of the Premises not taken, the Gross Rent payable thereafter shall be reduced in proportion to the amount of total floor area of the Premises taken, and Landlord shall, with reasonable dispatch, cause all necessary repairs or alterations to be made to the basic building structure so as to constitute the remaining structure a complete architectural unit. In no event shall Landlord be obligated to expend for such repairs an amount in excess of the condemnation proceeds available to Landlord for such rebuilding. All damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises or the Building shall belong to and be the sole property of Landlord whether such damages are awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, Tenant shall have the right to pursue such claim or claims as Tenant may have legally for relocation expenses, interruption of business and such other items which do not reduce the award or proceeds of sale payable to Landlord. In the event that this Lease is terminated, Tenant shall not have any claim against Landlord for the loss of its leasehold estate or value of the unexpired term hereof.

**23. ASSIGNMENT AND SUBLETTING:**

Tenant shall not assign, pledge, mortgage or otherwise transfer or encumber this Lease or any interest therein or sublet any part or all of the Premises and shall not permit any use of any part of the Premises by any other party, or any transfer of its interest in the Premises by operation of law without the prior written consent of Landlord. The following shall be deemed to be an assignment of this Lease within the meaning of this Paragraph: (a) the sale, issuance or transfer of any voting stock of Tenant (if Tenant is a non-public corporation or if Tenant is a public corporation and such sale, issuance or transfer results in Tenant becoming a non-public corporation) which results in a change in voting control of Tenant; (b) the sale, issuance or transfer or any partnership or membership interest in Tenant if Tenant is a partnership or limited liability company; (c) the sale, issuance or transfer of any beneficial interest in Tenant if Tenant is a trust; and (d) the death or incapacity of Tenant if Tenant is a natural person. Without waiving Landlord's right hereunder to declare a default in the event of an assignment of this Lease or a subletting of the Premises or any part thereof or occupancy of the Premises by anyone other than Tenant, Landlord may collect from the assignee, sublessee or occupant, any rent and other charges herein required, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupancy, nor a release of Tenant from the performance by Tenant of this Lease. Further, Tenant at all times and under all circumstances shall remain liable to Landlord for the payment of Rent due and to become due and the performance of all other obligations of Tenant hereunder for the term hereof. Tenant shall pay to Landlord, as additional rent, any costs and expenses including reasonable attorney fees incurred by Landlord in connection with any proposed or purported assignment, sublease or other transfer.

**24. DEFAULT:**

If (a) Tenant shall fail to pay the rent or any charge due hereunder within five (5) days after the same is due, or (b) Tenant shall fail to perform any of the other covenants or conditions herein contained on the part of Tenant, and such default shall continue for ten (10) days after written notice thereof has been given to Tenant (or such other reasonable time as necessary if such default cannot be cured within ten (10) days and Tenant, upon receipt of such notice, immediately and diligently attempts to effect such cure and proceeds to in fact complete such cure), or (c) if this Lease shall, by act of Tenant or by operation of law or otherwise pass to any party other than Tenant, or (d) if Tenant shall abandon or vacate the Premises or permit the Premises to become vacant, or (e) Tenant or any guarantor of this Lease shall die, become insolvent or bankrupt or make an assignment for the benefit of creditors, or (f) a receiver or trustee of Tenant's property or

that of any guarantor of this Lease shall be appointed and such receiver or trustee, as the case may be, shall not be discharged within thirty (30) days after such appointment, or (g) an execution or attachment is levied against Tenant's property or that of any guarantor of this Lease, or (h) Tenant shall be in default under any other lease between Landlord (or any affiliate of Landlord, the partners or members of Landlord or an affiliate of any of the foregoing) and Tenant (or any affiliate of Tenant), then in any such case, Landlord may, upon notice to Tenant, recover possession of and re-enter the Premises without affecting Tenant's liability for past rent and other charges due or future rent and other charges to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to rent and other charges equivalent to rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the costs, expenses and attorney fees incurred by Landlord in enforcing the terms and provisions hereof and in re-entering and recovering possession of the Premises and for the cost of repairs, alterations and brokerage and attorney fees connected with the reletting of the Premises. Further, if a tenant default has occurred, Landlord shall have the right to declare this Lease terminated and canceled, without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for rent and other charges due and owing through the date of termination), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises. In case of a default under this Lease, Landlord may, in addition to terminating this Lease, or in lieu thereof, pursue such other remedy or combination or remedies and recover such other damages for breach of tenancy and/or contract as available at law or otherwise.

Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims) and whenever Landlord so elects, all costs and expenses paid by Landlord in curing such default, including without limitation attorney fees, shall be payable to Landlord as additional rent due on demand, together with interest at the rate provided in Section 25 below from the date of the advance to the date of repayment by Tenant to Landlord.

A waiver by Landlord of a breach or default by Tenant under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord to assert any breach or to declare a default by Tenant shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

No receipt of money by Landlord from Tenant after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit.

25. **INTEREST:**

Any amount due from Tenant to Landlord hereunder which is not paid when due shall bear interest at an annual rate equal to the greater of (i) five percent (5%) per annum in excess of the reference rate of interest announced, from time to time, by Citibank, N.A. or its successor, or (ii) eighteen percent (18%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

26. **SURRENDER:**

Upon the termination of this Lease, by expiration or otherwise, Tenant shall peaceably surrender the Premises to Landlord in good condition and repair consistent with Tenant's duty to make repairs as provided herein. All Alterations and decorations made to the Premises by Tenant shall remain and be the property of Landlord unless Landlord shall require Tenant, at Tenant's expense, to remove any or all thereof and repair the damage caused by such removal. All furniture, equipment and unattached movable personal property owned by Tenant may (and upon Landlord's request shall) be removed from the Premises by Tenant no later than the termination date, and Tenant shall repair any and all damage caused by such removal. Tenant's property not so removed may, at Landlord's option, be deemed abandoned and the property of Landlord. If the Premises are not surrendered upon the termination of this Lease as set forth herein, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claim made by any succeeding tenant founded on such delay. Tenant shall also surrender all keys to the Premises and shall inform Landlord of combinations in any locks, safes and vaults, if any, in the Premises.

27. **HOLDOVER:**

In the event Tenant remains in possession of the Premises after the expiration of this Lease with the consent of Landlord and without the execution of a new lease, it shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy until the termination of such tenancy. Such month-to-month tenancy may be terminated by either party effective as of the end of any calendar month by twenty-eight (28) days prior written notice to the other party. If Tenant remains in possession of the Premises without the consent of Landlord or remains in possession of the Premises following the termination of a hold-over month-to-month tenancy created pursuant to the first sentence of this Section, then Tenant shall pay to Landlord a use and occupancy charge equal to two times the Monthly Gross Rent in effect immediately prior thereto, computed on a daily basis, in addition to all of the other charges provided for hereunder and otherwise subject to the terms and conditions of this Lease. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless against any damages or liability resulting from such holding over by Tenant. The provisions of this Section shall not be deemed to waive Landlord's right of re-entry or any other right hereunder or at law and shall survive the expiration of the Term of this Lease.

28. **TRANSFER BY LANDLORD:**

In the event of a sale or conveyance by Landlord of the Building, the same shall operate to release Landlord from any future liability upon any of the covenants or conditions herein contained, and in such event Tenant agrees to look solely to the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale or conveyance, and Tenant agrees to attorn to the purchaser or grantee, which shall be obligated on this Lease only so long as it is the owner of Landlord's interest in and to this Lease. In the event of the sale or other transfer of Landlord's interest in the Building, or in the event of any proceedings brought for the foreclosure thereof, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Building, Tenant shall attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

29. **SUBORDINATION:**

This Lease is and shall be subject and subordinate at all times to all ground or underlying leases which now exist or may hereafter be executed affecting the Building and to the lien of any mortgages now or hereafter placed on or against the Building, or on or against Landlord's interest or estate therein, and including all extensions, renewals, amendments and supplements to any such lease or



mortgage, without the necessity of the execution and delivery, of any further instruments on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver to Landlord, within ten (10) days after request therefor from Landlord, such further instruments evidencing the subordination of this Lease to any ground or underlying leases and to the lien of any such mortgages as may be hereafter executed affecting the Building, provided that any lessor under any such ground or underlying lease or the holder of any mortgage has agreed not to terminate or disturb Tenant's right to use and occupy the Premises pursuant to the terms of this Lease so long as Tenant is not in default hereunder. Failure of Tenant to execute and deliver such instrument within such ten (10) day period shall constitute a breach of this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant's interest therein. Further Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument in Tenant fails to execute and deliver the same within the time period as aforesaid. Notwithstanding anything herein above contained in this Section, in the event the holder of any mortgage or the lessor under any ground or underlying lease shall at any time elect to have this Lease constitute a prior and superior lien to its mortgage or lease, then and in such event, upon any such holder notifying Tenant to that effect in writing, this Lease shall be deemed prior and superior in lien to such mortgage or lease, whether this Lease is dated prior to or subsequent to the date of such mortgage or lease.

30. **MODIFICATIONS:**

Tenant agrees to execute any modification of this Lease which may be required by a lender as a condition to making a mortgage loan on the Building; provided that no such modification shall alter the rent or term provided herein or materially reduce the economic value hereof to Tenant. Tenant agrees to complete and promptly return any estoppel certificates that may be required in connection with any mortgage loan on the Building. Upon request, Tenant shall furnish Landlord and its lender a copy of Tenant's current annual financial statement and furnish any other financial information requested by Landlord, and Tenant shall otherwise cooperate with Landlord's efforts in obtaining mortgage financing.

31. **ESTOPPEL CERTIFICATES:**

Tenant agrees that at any time and from time to time within ten (10) days after request therefor from Landlord or one of Landlord's mortgagees, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, specifying the same), and (b) the dates to which the rent and other charges have been paid, and (c) that, so far as Tenant knows, Landlord is not in default under any provisions of this Lease (or if Tenant knows of any such default, specifying the same) and (d) such other matters as Landlord or Landlord's mortgagee may reasonably require. It is intended that any such statement may be relied upon by any person proposing to acquire Landlord's interest in this Lease or any prospective mortgagee of, or assignee of any mortgage upon, such interest. Failure of Tenant to execute and deliver such instrument within such ten (10) day period shall constitute a breach of this Lease and Landlord may, at its option, cancel this Lease and terminate Tenant's interest therein. Further, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument if Tenant fails to execute and deliver the same within the time period as aforesaid.

32. **ADVERTISING:**

Tenant agrees to operate its business under the trade name specified in Section 1.15 and not to change the advertised name or the character of the business without Landlord's prior written consent. Tenant further agrees to refer to the Building in all advertising and other references to the location of the Premises.

33. **DELETED**

34. **ATTORNEYS FEES:**

In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees.

35. **NOTICES:**

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed given when (i) delivered in person, or (ii) sent by United States certified mail, return receipt requested, postage prepaid, or (iii) deposited with Federal Express or other nationally recognized overnight delivery service, or (iv) sent by email. Notices and demands to Tenant shall be sent to it at the address and email address set forth in Section 1.12 hereof or to such other place as Tenant may from time to time designate in a written notice to Landlord. Notices and demands to Landlord shall be sent to it at the address and email address set forth in Section 1.11 hereof, or to such other firm or to such other place as Landlord may from time to time designate in a written notice to Tenant. Notice shall be deemed received (i) two (2) business days after mailing as above, (ii) the next business day if sent by overnight delivery service as above, (iii) on the day sent if sent by email before 4:00 p.m. on a business day, otherwise on the next business day, and (iv) at the time of personal delivery.

36. **EXECUTION:**

The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. Tenant confirms that Landlord has made no representations or promises with respect to the Premises or the making or entry into of this Lease except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Tenant against Landlord for, and Landlord shall not be liable by reason of, breach of any representations, or promises not expressly stated in this Lease. This Lease can be modified or altered only by agreement in writing between Landlord and Tenant. Tenant shall not record this Lease without the prior written consent of Landlord.

37. **BINDING EFFECT:**

The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns (but in the case of assigns only to the extent that assignment is permitted hereunder). No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever.

38. **CONSTRUCTION ON ADJACENT PREMISES OR BUILDINGS:**

Landlord reserves the right at any time and from time to time to enlarge the Building by causing land or space adjoining the Building to be incorporated within the Building, constructing buildings and improvements on such land, making alterations or additions to the Building of which the Premises are a part, and relocating the driveways, entrances and exits, parking areas, easement areas and other common areas. If any excavation or other construction work shall be about to be made or shall be made on any premises adjoining or above or below the Premises or on any other portion of the Building by Landlord, an adjoining owner or other tenants of the Building, Tenant shall permit Landlord, the adjoining owner or other tenant and their respective agents, employees, licensees and contractors, to enter the Premises and to shore the foundations and/or walls thereof, and to erect scaffolding and/or protective barricades around and about the Premises (but not so as to preclude entry thereto) and to do any act or thing necessary for the safety or preservation of the Premises.



Tenant's obligations under this Lease shall not be affected by any such construction or excavation work, shoring-up, scaffolding or barricading. Landlord shall not be liable in any such case for any inconvenience, disturbance, loss of business or any other annoyance arising from any such construction excavation, shoring-up, scaffolding or barricades, but Landlord shall use reasonable efforts to cause as little inconvenience, annoyance and disturbance to Tenant as possible consistent with accepted construction practice in the vicinity so that such work shall be expeditiously completed.

39. **INTERPRETATION:**

The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Tenant acknowledges that it has read this Lease and that it has had the opportunity to confer with counsel in negotiating this Lease; accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

40. **FORCE MAJEURE:**

In the event that Landlord 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, restrictive governmental laws, regulations orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason beyond Landlord'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.

41. **AUTHORITY:**

If Tenant is a corporation, or limited liability company or other entity, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, limited liability company or other entity, as the case may be, and that this Lease is binding upon said entity in accordance with its terms without the joinder or approval of any other person.

42. **JOINT AND SEVERAL LIABILITY:**

If Tenant is more than one natural person, the individuals collectively referred to herein as Tenant shall be jointly and severally liable with respect to the obligation to pay Rent and all of the other obligations, covenants and agreements of Tenant set forth in this Lease.

43. **BROKERAGE:**

Tenant warrants that it has no dealings with any broker or agent in connection with this Lease other than the Broker(s), if any, identified in Section 1.16 (whose commission, if any, shall be paid by Landlord pursuant to separate agreement), and Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims, damages, liability and expense (including reasonable attorney fees) arising from any claims or demands of any other broker or agent for any commission or fees in connection with this Lease.

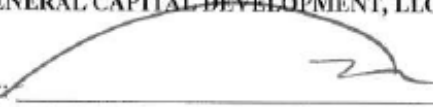
44. **ADDENDA:**

The provisions, if any, included at the end of this Lease, and any riders and exhibits appended to this Lease, are hereby made a part of this Lease as though set forth in full at this point

[Signatures on next page]

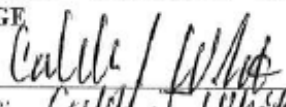
LANDLORD:

GENERAL CAPITAL DEVELOPMENT, LLC

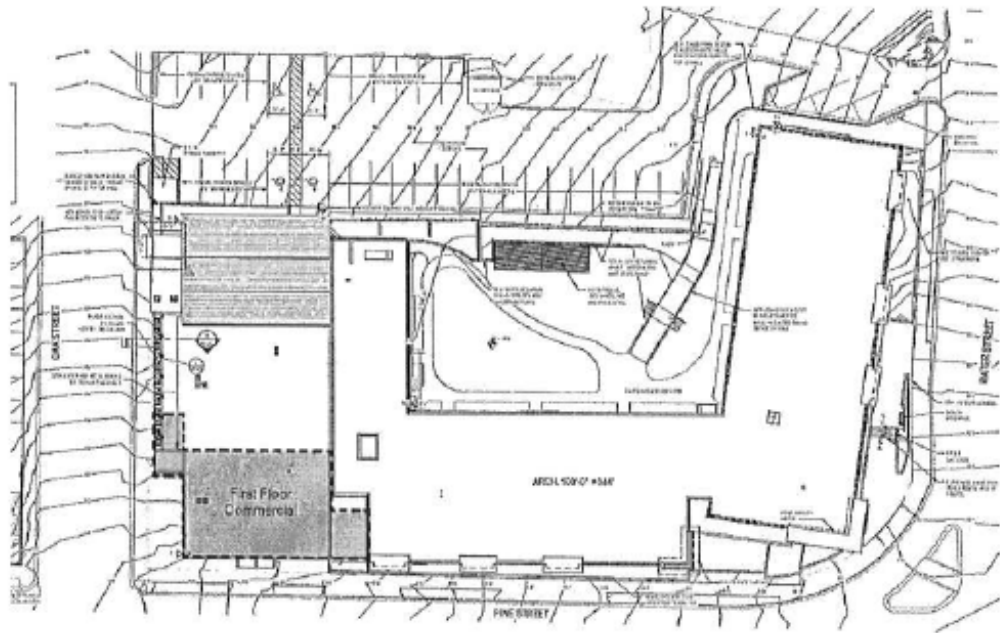
By:   
Michael D. Weiss, Authorized Agent  
DWA J. WEISS

TENANT:

SOUTHWEST WISCONSIN TECHNICAL COLLEGE

By:   
Name: Crystal J. White  
Title: VP for Administrative Services





WHD/E750407.1  
DocID: 4844-0793-3592.9

**EXHIBIT B**

**LANDLORD'S WORK**

Landlord shall deliver the space in an "As-Is" grey shell condition that will include new windows, storefront and doors.

On or before the Commencement Date, Tenant shall pay Landlord the Tenant's Contribution set forth in Section 1.14, in exchange for Landlord providing the following work beyond the grey shell condition:

- Provide two (2) ADA toilet rooms with concrete floors, painted, a light and a fan. Tenant shall complete the finishes of the toilet rooms.
- HVAC system will include two split system heating and air conditioning units with 3.5 tons each. Tenant shall complete the ductwork distribution and controls.
- 3-Phase 225-amp electrical panel.
- Basic fire alarm and fire sprinkler system to code for unoccupied space. Tenant to complete sprinkler and fire alarm system to meet the requirements per its buildout. Tenant and its contractor shall coordinate this work with Landlord

## EXHIBIT C

### TENANT'S WORK

1. Prior to commencement of construction of Tenant's Work, Tenant shall submit a list of all architectural and engineering consultants and all contractors and subcontractors participating in Tenant's Work for Landlord's approval.

2. Prior to commencement of construction of Tenant's Work, Tenant shall submit for Landlord's review and approval, Tenant's final construction drawings for the improvements including, but not limited to, all mechanical, electrical, plumbing and fire/life safety plans. It is expressly understood and agreed that in approving Tenant's plans and specifications, Landlord shall have no liability whatsoever for any defects, errors or omissions in the documentation furnished by it to Tenant or as a result of its approval nor shall Landlord be deemed to have warranted or represented that the same comply with applicable codes, regulations, ordinances, covenants or restrictions affecting the construction of improvements on the Premises, and Tenant shall have sole responsibility for compliance with all such matters.

3. Prior to commencement of construction of Tenant's Work, all architectural and engineering consultants and all contractors (and subcontractors if there is no general contractor) shall submit to Landlord certificates of (i) general liability insurance with a minimum of \$2,000,000 coverage also listing Landlord as an additional insured on a primary basis and (ii) workers compensation insurance required by State law.

4. Prior to the commencement of Tenant's Work, Tenant shall submit to Landlord a construction cost breakdown for such work certified to by the architect or general contractor employed by Tenant to supervise such work, which breakdown shall show the total cost of such work and all component items thereof.

5. Prior to the commencement of Tenant's Work, Landlord and Tenant shall mutually agree on the location of dumpsters, the staging of work and access to the Premises.

6. Following Landlord's approval of the plans and specifications, Tenant shall promptly commence and diligently prosecute to completion Tenant's Work in good and workmanlike manner, in compliance with all building codes and regulations, and in accordance with the approved plans and specifications and free of construction liens. Tenant shall indemnify Landlord and save Landlord harmless from and against any and all claims, liens, costs and expenses on account of such work. Any development of the Premises other than in accordance with the approved plans and specifications shall, at the option of Landlord, constitute a default under the terms, conditions and provisions of this Lease, and Landlord shall be entitled to enjoin such development in addition to all other rights or remedies Landlord may have, it being expressly acknowledged and agreed by the parties that monetary damages would be an inadequate remedy in such event.

7. During construction of Tenant's Work, Tenant shall not inconvenience or disturb tenants of the Building. Landlord reserves the right to designate work rules and/or hours for Tenant's contractor so as to minimize disruption to other tenants of the Building. Tenant shall ensure all common areas of the Building will be free and clear of construction materials and any such common areas affected by Tenant's construction will be cleaned on a daily basis or more often as conditions, in Landlord's opinion, require. Tenant shall be solely responsible for worksite safety and the means and methods of construction. Tenant

is also responsible for the security of the Premises and for theft or damage to the property during construction.

8. Tenant shall be responsible for compliance with all state, federal, and local codes including ADA as it pertains to Tenant's Work. Tenant shall submit to Landlord copies of all state and local approvals required in connection with Tenant's Work including Tenant's building permit.

9. Tenant shall provide temporary construction barriers to control and retain noise, dust, or other materials within the Premises. Tenant agrees to follow all reasonable directives from Landlord if, in Landlord's opinion, Tenant's efforts to control the above-mentioned emissions are not adequate. Tenant agrees that all waste, garbage and debris resulting from any work performed by Tenant or Tenant's contractors or subcontractors shall be removed from the Premises at Tenant's sole cost and expense.

10. Landlord shall have the right to inspect the Premises and the conduct of Tenant's Work periodically and upon completion of construction. Any temporary access keys provided by Landlord to Tenant shall be returned to Tenant upon completion of construction.

11. Tenant shall be responsible for payment of all hard and soft costs of Tenant's Work.

12. Upon completion of construction, Tenant shall furnish to Landlord (i) lien waivers from all contractors, subcontractors and materialmen involved in the construction of Tenant's Work and (ii) as-built drawings of the Premises.

13. Tenant shall provide Landlord a copy of the occupancy permit for the Premises prior to Tenant's occupancy thereof.



**EXHIBIT D**

**PROHIBITED USES**

No business or commercial activity shall be maintained or conducted on the Premises which: (a) involves the sale of alcoholic beverages other than a restaurant (provided the sale of liquor shall not constitute more than thirty-percent (30%) of gross sale in such restaurant); (b) constitutes a pawn, secondhand or junk shop business; (c) involves title loans, payday loans, check cashing or similar operations or activities; (d) involves vehicle repair services; (e) involves the sale or rental or other distribution of adult books or films; (f) is an all-night convenience store; (g) is an on-premises dry cleaners; (h) is a game arcade or massage parlor; (i) is a hot tub facility or suntan facility; (j) involves the sale or distribution of drug paraphernalia or pornographic or sexually explicit materials; (k) involves providing escort or dating services; (l) involves issuing bail bonds; (m) involves gambling or lottery business; (n) involves any industrial or manufacturing uses; (o) involves any use which produces environmental hazards regulated under applicable environmental laws; (p) involves any 24 hour establishments; (q) involves any parole, juvenile detention or similar services; (r) involves tattoo or piercing services and headshops; (s) involves the service of food before 6:00 a.m. or after midnight; (t) involves auction or flea market businesses; (u) is a sports bar; (v) is a drug or alcohol treatment facility or clinic; (w) is an adult motion picture arcade, adult motion picture show, strip show or sale of nudity or sexual services; (x) materially increases the insurance costs of Landlord, the Building, or the Premises or would constitute a health or safety hazard to residential tenants; or (y) produces noise pollution or is otherwise incompatible with residential uses.

3. TCS 5.04(3)(d) "A report relating programmatic and student station requirements, and the needs of business and industry, to the need for the rental. The report shall include data indicating the need for rental based upon:

**1. *An analysis of the needs of business and industry for persons with new skills and persons with updated skills.***

Southwest Wisconsin Technical College has provided Adult Education to the citizens of the Platteville area for many years. Amongst the Southwest Tech outreach sites, the Platteville site has consistently been on the high end for students served and FTEs generated. The Platteville site employs two part-time instructors that teach Adult Education and ELL instructors. The Platteville area has consistently been a high demand area for the College regarding needs for adult education and needs in upskilling of those currently employed to meet skills sets required by the industries in the area.

The College provides a high level of training in the Platteville area. At times, employers do not have adequate training space available on site at their facilities. This existing leased location provides a layout that allows for high quality training for our employers.

The centralized downtown location of the existing space is ideal to train dislocated, under skilled and fully employed workers with the training necessary to serve our students and employer needs in the Platteville area.

The site is also utilized by advisors in meeting with students in developing Student Success Plans for students located in the Platteville area.

**2. *An analysis of available student stations, and the need for additional student stations, including a consolidation of the needs of persons with handicaps.***

The space will continue to be utilized 23-40 hours per week. This space meets the physical and instructional needs of the programs:

- 2,500 square feet of combined office and classroom space
- One large classroom that can be separated into two separate classroom spaces
- Separate building entrances with handicapped access
- Two private restrooms that are handicapped accessible
- Wired for computers and internet access
- Adequate on and off-street parking
- Room for secured storage of student records
- Separate mechanicals

- Access to breaker box
- Safety features, e.g. fire extinguishers and smoke detectors
- Office space for instructors
- Two quiet testing areas
- Room for ELL/ABE instruction
- Room for one-on-one tutoring
- Classroom for industry-based classes
- Centrally located, accessible downtown location

The current space continues to meet the needs for instructional settings and meets physical requirements of wiring, parking, separate entrance, and ADA compliance very well.

**3. *Relevant program trend data for the district, including enrollment and placement data as available.***

The Platteville site serves a large population of students needing adult education services and will likely continue to be one of the College's largest outreach sites about this need. In FY '23, the Platteville site had 3,998 student hours logged, served 84 AE/ELL students, many of whom eventually enroll in a program at Southwest Tech, generating 512 credits and 17.07 FTEs.

Additionally in FY '23, the site served 39 agriculture students through the college's Farm Business Production Management programming as well as 97 public safety students through various offerings in EMT, Group Dynamics and Multiple Offender offerings.

## Fiscal Impact

No significant additional instructional and administrative costs are anticipated above what has been occurring currently at the Platteville Outreach Site. The primary benefits of the existing site include an advantageous lay-out and a centralized, visible, and accessible downtown location.

In the 2022-23 academic year, the ABE/ELL program alone generated approximately 17 FTEs. In addition, other offerings such as agriculture and public safety trainings will continue to utilize the site.

Maintenance will continue to incur the expense of periodic cleaning of the facility to maintain the internal facility, e.g., replacing light bulbs and furnace filter. All external property care is the expense of the owner. None of these maintenance expenses significantly impact the budget.

Property rental will average \$1,846.24 per month over the five-year term of the lease. Utilities will cost an additional \$500.00 per month approximately, for a total expense of \$2,346.24 per month.

Funding sources for this project for the 60-month lease term are as follows:

(a) Tax Levy-FY 2024-2030	\$140,785
(b) Fund transfer or reserve fund	0
(c) Proposed sale of bonds or notes	0
(d) Other funds:	
1. Federal Funds	0
2. Gifts and grants	0
(e) Total funds	\$140,785

**E. 3-Year Facilities Plan**

The electronic Board information includes the 3-Year Facilities Plan 2024-2027. This annual plan is required by the Wisconsin Technical College System to be approved by the District Board and submitted to the State Board. The report follows.

**Recommendation** – Approve the 3-Year Facilities Plan 2024-2027, as presented.



**SOUTHWEST WISCONSIN  
TECHNICAL COLLEGE  
THREE-YEAR FACILITIES PLAN**

**To: Dan Scanlon**

**From: Jason S. Wood**

**July 8, 2024**

## Section 1 – Executive Summary

In the 2023/2024 fiscal year Southwest Tech completed reroofing the Health Science and Ag/Auto buildings, enclosed the public safety pavilions, and updated the campus lock system.

We are in the process of installing a solar array and battery storage for building 400, repurposing clinic space for the Radiography program, and Public Safety Range Improvements.

Total estimated future values of remodeling, planning, and capital improvements are as follows:

2024-2025 - \$1,473,000

2025-2026 - \$1,925,000

2026-2027 - \$1,765,000

Details of the specific projects are shown in **Section 3**.

Southwest Tech's process for planning facilities begins with gathering needs from faculty and staff to project needs for new or expanding programs. This information is brought to the Capital Facilities Project Planning and Design Team for discussion. Projects are prioritized according to public appeal, the number of people impacted, the number of FTE's generated, potential job placements, community need, and opportunity to increase the college's competitiveness. This final plan is presented to the Southwest Tech Board of Directors for approval.

## Section 2 – Existing Facilities

### Owned Facilities

Campus	Location/Address	Site Size	Total Area	Value
SWTC	1800 Bronson Boulevard Fennimore, WI 53809	48 acres	380,489 sq. ft.	\$69,169,791
SWTC	4179 US Hwy 18 Fennimore, WI 53809	82 Acres	23,254 sq. ft.	\$2,142,000

### Leased Facilities

Location/Address	Lease Area	Lease Expiration
373 W. 6 <sup>th</sup> St., Richland Center, WI 53581	3,586 square feet	May 31, 2029
Dodgeville Family Chiropractic 1206 N Johns St. Dodgeville, WI 53533	600 square feet	June 30, 2025
627 Main St Darlington, WI	840 square feet	June 30, 2025
125 S. Wacouta Ave Prairie du Chien, WI 53821	215 square feet	Month - to - Month
General Capital Platteville, WI 53818	2,500 square feet	December 31, 2024



## Section 3 – Three-Year Project Summary

### 2024-2025 Total - \$1,473,000

#### Remodeling- \$173,000

- |                                     |            |
|-------------------------------------|------------|
| 1. Repair building 1600 Caulking    | \$ 40,000  |
| 2. Parking lot upgrades and sealing | \$ 113,000 |
| 3. Sidewalk replacement             | \$ 20,000  |

#### Capital Improvements - \$1,300,000

- |                         |              |
|-------------------------|--------------|
| 1. Property Acquisition | \$ 1,300,000 |
|-------------------------|--------------|

### 2025-2026 Total - \$1,925,000

#### Remodeling- \$2,350,000

- |   |            |
|---|------------|
| 1. Building 1600 flooring replacement             | \$ 240,000 |
| 2. Building 500 roof replacement                  | \$ 750,000 |
| 3. Lenz Center rooftop HVAC unit replacement      | \$ 200,000 |
| 4. Building Energy Monitoring System installation | \$ 150,000 |
| 5. Data Center UPS and Cooling System replacement | \$ 325,000 |
| 6. Ag/Auto Center lighting upgrade                | \$ 200,000 |
| 7. Daycare Access project                         | \$ 60,000  |

#### Capital Improvements - \$0

**2026-2027                      Total - \$1,765,000**

**Remodeling- \$265,000**

- |  |            |
|--|------------|
| 1. Building 500 electrical service upgrade | \$ 100,000 |
| 2. Ag/Auto Center UPS battery replacement  | \$ 65,000  |
| 3. Building 300 electrical system upgrade  | \$ 100,000 |

**Capital Improvements - \$1,500,000**

- |  |              |
|--|--------------|
| 1. Health Science Building addition/sustainability project | \$ 1,500,000 |
|--|--------------|

***F. Approval of 10-Year Facilities and Financing Plan***

The 10-Year Facilities and Financing Plan is included below with the electronic Board material. The report summarizes the current state and future needs of Southwest Wisconsin Technical College's buildings and grounds, along with the intended financing.

**Recommendation** – *Approve the 10-Year Facilities and Financing Plan, as presented.*

		<u>2023-24</u>		<u>2024-25</u>		<u>2025-26</u>		<u>2026-27</u>		<u>2027-28</u>
<b>Capital Spending</b>										
<b>Instruction (program equipment)</b>										
		622,000		1,211,000		1,000,000		1,000,000		1,100,000
<b>Instruct. Resources (library/media equipment)</b>										
		75,000		60,000		75,000		75,000		75,000
<b>General Institutional (IT equipment)</b>										
		1,656,000		848,000		1,000,000		1,000,000		1,100,000
<b>Physical plant (furniture &amp; facilities construction, remodeling, maintenance &amp; equipment)</b>										
		381,000		214,000		200,000		200,000		200,000
<b>Required Maintenance Items</b>										
	Building 1700 Roof Sustainability	1,471,000	Caulk building 1600	40,000	Building 500 roof Replacement	750,000	Bldg 500 electrical service	100,000	Bldg 100 Electrical Service upgrade	100,000
	Upgrade lock system	1,070,000	Parking Lot upgrade	113,000	Building 1600 flooring	240,000	Replace batteries in	65,000	Building 400 Roof top unit	110,000
	Building 1600 Roof	597,000	Sidewalk replacement	25,000	Lenz rooftops uni	200,000	Building 300 Electrical upgrade	100,000	Bldg Automation System Upgrade	750,000
	Radiography	200,000			Data Center UPS and cooling	325,000			Building 400 Roof	575,000
					Energy monitoing	150,000				
					Ag/Auto Lighting project	200,000				
<b>New Construction</b>										
			Land Acquisition	1,300,000			Bldg 1600 Add/ Sustainability Proj.	1,500,000		
<b>Remodeling</b>										
			Solar panel & Storage project building 1700 (tax credit and grant included)	500,000	Daycare Access Project	\$60,000				
		<u>6,072,000</u>		<u>4,311,000</u>		<u>4,200,000</u>		<u>4,040,000</u>		<u>4,010,000</u>
				4		4		4		4

Capital Spending	2028-29		2029-30		2030-31		2031-32		2032-33		2033-34
<b>Instruction (program equipment)</b>											
	1,100,000		1,200,000		1,200,000		1,300,000		1,200,000		1,300,000
<b>Instruct. Resources (library/media equipment)</b>											
	100,000		100,000		100,000		100,000		150,000		150,000
<b>General Institutional (IT equipment)</b>											
	1,100,000		1,200,000		1,200,000		1,300,000		1,300,000		1,300,000
<b>Physical plant (furniture &amp; facilities construction, remodeling, maintenance &amp; equipment)</b>											
	250,000		250,000		250,000		300,000		300,000		300,000
<b>Required Maintenance Items</b>											
Bldg 200 electric serv upgrade	100,000	150 Roof Replacement	200,000	Building 500 sprinkler	250,000	200/300 elevator upgrade	300,000	HVAC Equipment	500,000	100 Roof Replacement	900,000
Farm House upgrades	40,000	HVAC Equipment	750,000			Building 300 roof	850,000	Upgrade existing clock	150,000	Childcare Roof	400,000
Burn Building - repair padgenite	50,000	Ag/Auto remaining roof	650,000			Parking Lot replacements	200,000	Farmette improvements	150,000		
		Bldg 600 sprinkler install & Fire alarm	250,000			Room 430 Roof Replacement	150,000				
						Dining Servery	450,000				
						Interior Campus Signage Project	500,000				
Sustainability HVAC upgrades / Geothermal	1,500,000			Jeidy Property Improvements	1,500,000			Sustainability HVAC upgrades	1,500,000		
						Building 100, 200, 300 Clearstory	350,000	100 classroom, restroom,	750,000	Building 2000 upgrades	750,000
						Building 200 remodel	750,000	Building 500 Renovation	850,000	Childcare renovation	500,000
						2200 Storage, scenarios,	550,000	Knox Learning Center	250,000	Large Solar Array	1,600,000
	<u>4,240,000</u>		<u>4,600,000</u>		<u>4,500,000</u>		<u>7,100,000</u>		<u>7,100,000</u>		<u>7,200,000</u>
	4.2		4.4		4.5		7.1		7.2		7.2

# Southwest Wisconsin Technical College District

## Financing Plan - Calendar Year Basis

YEAR DUE	EXISTING DEBT SERVICE	Fiscal Year 2023-24		Fiscal Year 2024-25		Fiscal Year 2025-26		Fiscal Year 2026-27		HYPOTHETICAL FUTURE ISSUES (1) (2)	LESS: DISTRICT FUNDS APPLIED	Actual 2023 Levy = <b>\$6,510,000</b> Actual 2024 Levy = <b>\$6,600,000</b>
		FINAL \$4,000,000		Preliminary (1) \$4,000,000		Preliminary (1) \$4,000,000		Preliminary (1) \$4,000,000				
		PRINCIPAL (6/1)	INTEREST (6/1 & 12/1) AVG= 5.00%	PRINCIPAL (6/1)	INTEREST (6/1 & 12/1) AVG= 5.00%	PRINCIPAL (6/1)	INTEREST (6/1 & 12/1) AVG= 5.00%	PRINCIPAL (6/1)	INTEREST (6/1 & 12/1) AVG= 5.00%			
2023	\$6,585,911										(\$55,911)	<b>\$6,510,000</b>
2024	\$5,855,950	\$800,000	\$178,867								(\$32,817)	<b>\$6,600,000</b>
2025	\$4,771,000	\$800,000	\$140,000	\$800,000	\$180,000							<b>\$6,691,000</b>
2026	\$3,976,075	\$800,000	\$100,000	\$800,000	\$140,000	\$800,000	\$180,000					<b>\$6,796,075</b>
2027	\$3,114,475	\$800,000	\$60,000	\$800,000	\$100,000	\$800,000	\$140,000	\$800,000	\$180,000			<b>\$6,794,475</b>
2028	\$2,304,000	\$800,000	\$20,000	\$800,000	\$60,000	\$800,000	\$100,000	\$800,000	\$140,000	\$980,000		<b>\$6,804,000</b>
2029	\$1,715,350			\$800,000	\$20,000	\$800,000	\$60,000	\$800,000	\$100,000	\$2,802,500		<b>\$6,897,850</b>
2030						\$800,000	\$20,000	\$800,000	\$60,000	\$5,330,000		<b>\$7,010,000</b>
2031								\$800,000	\$20,000	\$8,275,000		<b>\$7,095,000</b>
2032										\$7,175,000		<b>\$7,175,000</b>
2033										\$7,328,750		<b>\$7,328,750</b>
2034										\$7,431,250		<b>\$7,431,250</b>
2035										\$7,533,750		<b>\$7,533,750</b>
2036										\$7,636,250		<b>\$7,636,250</b>
2037										\$7,738,750		<b>\$7,738,750</b>
2038										\$7,841,250		<b>\$7,841,250</b>
2039										\$7,943,750		<b>\$7,943,750</b>
	<b>\$28,102,781</b>	<b>\$4,000,000</b>	<b>\$498,867</b>	<b>\$4,000,000</b>	<b>\$500,000</b>	<b>\$4,000,000</b>	<b>\$500,000</b>	<b>\$4,000,000</b>	<b>\$500,000</b>	<b>\$75,816,250</b>	<b>(\$88,528)</b>	<b>\$121,827,150</b>

(1) This information is provided for information purposes only. It does not recommend any future issuances and is not intended to be, and should not be regarded as, advice.

(2) Assumes the following future borrowings amortized using a planning interest rate of 5.00%:

	Amount	Amortization (Years)
2027	\$4,000,000	4.5
2028	\$4,000,000	3.5
2029	\$4,200,000	2.5
2030	\$4,400,000	1.5
2031	\$4,500,000	0.5
2032	\$7,150,000	0.5
2033	\$7,250,000	0.5
2034	\$7,350,000	0.5
2035	\$7,450,000	0.5
2036	\$7,550,000	0.5
2037	\$7,650,000	0.5
2038	\$7,750,000	0.5

Note: Planning estimates only. Significant changes in market conditions will require adjustments to current financing plan.

## **Board Monitoring of College Effectiveness**

### **A. Staffing Update**

A summary of College Staffing follows:

	<b>Name</b>	<b>Title</b>	<b>Status and/or Additional Info</b>	<b>Effective Date</b>	<b>Funding Source &amp;/or Estimated Wage Range/Hired Salary</b>
1	Replacement	Mathematics Instructor	Elizabeth Moellers	7/1/2024	MS: \$56,533 – \$89,888 Hired at \$64,000
2	Replacement	Communication Instructor	Anna Dickman	7/1/2024	AS: \$53,878 – \$85,666 Hired at \$60,000
3	Replacement	Nursing Instructor	Re-post	6/11/2024	BS: \$51,221 - \$81,444 AS: \$53,878 - \$85,666 MS: \$56,533 - \$89,888
4	Replacement	Cosmetology Instructor	Re-post	6/18/2024	BS: \$51,221 - \$81,444 AS: \$53,878 - \$85,666 MS: \$56,533 - \$89,888
5	Replacement	IT Support Specialist	Re-post	6/25/2024	C42: \$24.88 - \$34.83/hr
6	Replacement	Advisor	Conducting Interviews	6/24/2024	C42: \$51,741.76 - \$72,438.46
7	Replacement	Student Engagement Coordinator and Athletic Director	Conducting Interviews	6/26/2024	C41 \$48,908.24 - \$68,471.54
8	New	Foundation Director	Posted	6/25/2024	D62: \$67,359.08 - \$97,670.88
9	Replacement	Agriculture Instructor	Posted	6/27/2024	BS: \$51,221 - \$81,444 AS: \$53,878 - \$85,666 MS: \$56,533 - \$89,888
10	New	SMART Manufacturing Trainer	Posted	6/27/2024	C45: \$58,124.23 - \$89,888


### **B. Project RISE Update**

Heath Ahnen, Executive Director of IT Services, will update the Board on the status of Project RISE.

## Information and Correspondence

### A. Enrollment Report and Student Success Scoreboard

#### 1. 2024-25 Year-Over-Year FTE Comparison

		FTE COMPARISON REPORT - June 24, 2024					Headcount					FTE's				
Program Number	Program Name	FY 22-23 6/27/22	FY 23-24 6/26/23	FY 24-25 06/24/24	23 to 25 Change	24 to 25 Change	FY 22-23 6/27/22	FY 23-24 6/26/23	FY 24-25 06/24/24	23 to 25 Change	24 to 25 Change	FY 22-23 6/27/22	FY 23-24 6/26/23	FY 24-25 06/24/24	23 to 25 Change	24 to 25 Change
101011	Accounting	40	29	28	(12)	(1)	16.70	13.77	11.47	(5.23)	(2.30)	16.70	13.77	11.47	(5.23)	(2.30)
311011	Accounting Assistant	7	8	4	(3)	(4)	2.47	3.00	1.43	(1.03)	(1.57)	2.47	3.00	1.43	(1.03)	(1.57)
100066	Agribusiness Science & Technology - Animal Science	31	25	21	(10)	(4)	16.73	12.90	13.73	(3.00)	0.83	16.73	12.90	13.73	(3.00)	0.83
100917	Animal Science	-	-	15	15	15	-	-	6.60	6.60	6.60	-	-	6.60	6.60	6.60
100067	Agribusiness Science & Technology - Agribusiness Mgmt	14	17	25	11	8	8.17	9.03	12.17	4.00	3.13	8.17	9.03	12.17	4.00	3.13
100065	Agribusiness Science & Technology - Agronomy	6	10	20	14	10	3.13	4.90	10.23	7.10	5.33	3.13	4.90	10.23	7.10	5.33
310063	Agribusiness Science & Technology - Agronomy Tech	-	2	1	1	(1)	-	0.93	0.50	0.50	0.50	0.93	0.50	0.50	(0.43)	(0.43)
320701	Agricultural Power & Equipment Technician	28	34	34	6	-	14.73	17.27	18.33	3.60	1.07	14.73	17.27	18.33	3.60	1.07
303163	Artisanal Modern Meat Butchery (new Jan 2024)	-	-	15	15	15	-	-	2.20	2.20	2.20	-	-	2.20	2.20	2.20
314051	Auto Collision Repair & Refinish Technician	9	8	9	-	1	5.03	4.47	4.97	(0.07)	0.50	5.03	4.47	4.97	(0.07)	0.50
324042	Automotive Technician	20	31	30	10	(1)	9.83	14.30	13.67	3.83	(0.63)	9.83	14.30	13.67	3.83	(0.63)
BAS-ED	Basic Education (73,74,75,76)	49	78	46	(3)	(32)	1.53	2.30	0.82	-	-	1.53	2.30	0.82	-	-
REMED	Basic Education Remedial/Developmental	102	81	73	(29)	(8)	-	-	-	-	-	-	-	-	-	-
314751	Building Trades-Carpentry	8	13	9	1	(4)	3.97	6.37	4.43	0.47	(1.93)	3.97	6.37	4.43	0.47	(1.93)
101021	Business Analyst / Data Analyst	2	5	6	4	1	0.83	2.67	1.97	1.13	(0.70)	0.83	2.67	1.97	1.13	(0.70)
101023	Business Management	75	67	66	(9)	(1)	33.47	29.87	29.23	(4.23)	(0.63)	33.47	29.87	29.23	(4.23)	(0.63)
105305	Cancer Information Management	52	60	50	(2)	(10)	21.47	23.30	14.83	(6.63)	(8.47)	21.47	23.30	14.83	(6.63)	(8.47)
115301	Cancer Information Management (CIM) ATC (New 23-24)	-	-	11	11	11	-	-	2.97	2.97	2.97	-	-	2.97	2.97	2.97
313071	Child Care Services	4	3	4	-	1	1.70	1.40	1.40	(0.30)	-	1.70	1.40	1.40	(0.30)	-
COLEDG	ColledgeUP	-	-	177	177	177	-	-	26.87	26.87	26.87	-	-	26.87	26.87	26.87
315021	Cosmetology	37	41	36	(1)	(5)	18.00	20.00	16.67	(1.33)	(3.33)	18.00	20.00	16.67	(1.33)	(3.33)
105046	Criminal Justice - Law Enforcement 2	23	26	31	8	5	13.50	10.43	12.53	(0.97)	2.10	13.50	10.43	12.53	(0.97)	2.10
105045	Criminal Justice Studies	9	12	7	(2)	(5)	3.43	5.33	2.83	(0.60)	(2.50)	3.43	5.33	2.83	(0.60)	(2.50)
305042	Criminal Justice-Law Enforcement 720 Academy	1	-	6	5	6	0.80	-	1.60	0.80	1.60	0.80	-	1.60	0.80	1.60
310915	Dairy & Livestock Technician	-	-	1	1	1	-	-	0.50	0.50	0.50	-	-	0.50	0.50	0.50
305082	Dental Assistant	17	5	11	(6)	6	9.07	2.37	5.37	(3.70)	3.00	9.07	2.37	5.37	(3.70)	3.00
105106	Direct Entry Midwife	90	86	81	(9)	(5)	36.00	32.73	34.33	(1.67)	1.60	36.00	32.73	34.33	(1.67)	1.60
308121	Driver and Safety Education Certification	7	8	3	(4)	(5)	1.30	1.80	0.50	(0.80)	(1.30)	1.30	1.80	0.50	(0.80)	(1.30)
103071	Early Childhood Education	37	42	35	(2)	(7)	16.30	17.90	15.10	(1.20)	(2.80)	16.30	17.90	15.10	(1.20)	(2.80)



FTE COMPARISON REPORT - June 24, 2024		Headcount					FTE's				
Program Number	Program Name	FY 22-23 6/27/22	FY 23-24 6/26/23	FY 24-25 06/24/24	23 to 25 Change	24 to 25 Change	FY 22-23 6/27/22	FY 23-24 6/26/23	FY 24-25 06/24/24	23 to 25 Change	24 to 25 Change
314132	Electrical Power Distribution	46	43	43	(3)	-	22.70	21.27	21.07	(1.63)	(0.20)
106201	Electromechanical Technology	20	22	14	(6)	(8)	10.57	12.27	7.83	(2.73)	(4.43)
305313	Emergency Medical Technician	-	-	1	1	1	-	-	0.07	0.07	0.07
104813	Energy Management Technology (Sustainable Energy Mgmt)	-	1	1	1	-	-	0.47	0.50	0.50	0.03
320804	Farm Operations & Management - Ag Mechanics	5	1	-	(5)	(1)	2.57	0.53	-	(2.57)	(0.53)
320803	Farm Operations & Management - Dairy	9	2	-	(9)	(2)	4.43	1.13	-	(4.43)	(1.13)
310803	Farm Operations & Management - Dairy Technician	-	1	-	-	(1)	-	0.67	-	-	(0.67)
310802	Farm Operations & Management - Farm Ag Maintenance	4	3	-	(4)	(3)	1.23	0.30	-	(1.23)	(0.30)
320806	Farm Operations & Management - Livestock	5	3	-	(5)	(3)	2.60	1.23	-	(2.60)	(1.23)
310807	Farm Operations & Management - Livestock Tech	1	-	-	(1)	-	0.53	-	-	(0.53)	-
103251	Golf Course Management	10	14	12	2	(2)	5.30	7.27	6.13	0.83	(1.13)
102012	Graphic And Web Design	24	32	29	5	(3)	11.63	15.30	13.20	1.57	(2.10)
105301	Health Information Technology	35	26	30	(5)	4	12.03	9.03	9.20	(2.83)	0.17
105203	Human Services Associate	30	20	15	(15)	(5)	15.70	10.53	7.80	(7.90)	(2.73)
504131	Industrial Electrician Apprentice	-	-	4	4	4	-	-	0.27	0.27	0.27
316201	Industrial Mechanic	2	2	-	(2)	(2)	1.13	1.13	-	(1.13)	(1.13)
106203	Instrumentation and Controls Technology	3	-	1	(2)	1	1.27	-	0.03	(1.23)	0.03
101512	IT - Cybersecurity Specialist	-	11	28	28	17	-	5.13	14.23	14.23	9.10
311546	IT-Computer Support Technician (suspended)	4	2	-	(4)	(2)	2.03	1.07	-	(2.03)	(1.07)
101502	IT - Network Specialist (teach out)	23	5	-	(23)	(5)	10.33	2.37	-	(10.33)	(2.37)
311509	IT - Network Systems Technician	-	-	3	3	3	-	-	1.57	1.57	1.57
101961	Leadership Development	9	6	5	(4)	(1)	3.53	1.73	2.53	(1.00)	0.80
208001	Liberal Arts - Associate of Arts	28	28	34	6	6	5.27	10.33	13.23	7.97	2.90
208002	Liberal Arts - Associate of Science	6	13	6	-	(7)	1.47	4.83	1.90	0.43	(2.93)
315091	Medical Assistant	25	20	19	(6)	(1)	13.83	7.67	7.37	(6.47)	(0.30)
315302	Medical Coding Specialist	49	37	38	(11)	1	14.73	13.93	13.13	(1.60)	(0.80)
105131	Medical Laboratory Technician	11	9	5	(6)	(4)	4.50	4.03	2.20	(2.30)	(1.83)
305024	Nail Technician	1	3	3	2	-	0.17	0.50	0.50	0.33	-
NONDEG	Non-Degree	905	977	714	(191)	(263)	17.84	19.01	15.31	(2.53)	(3.70)
101966	Nonprofit Leadership	5	6	7	2	1	2.00	2.60	2.70	0.70	0.10
105431	Nursing - Associate Degree	166	165	143	(23)	(22)	51.97	53.77	46.03	(5.93)	(7.73)
305431	Nursing Assistant	60	71	73	13	2	8.37	7.00	5.80	(2.57)	(1.20)
105241	Physical Therapist Assistant	13	16	17	4	1	5.70	5.07	6.40	0.70	1.33
504275	Plumbing Apprentice	17	14	22	5	8	1.43	1.40	2.17	0.74	0.77
105261	Radiography	-	-	13	13	13	-	-	5.63	5.63	5.63
311821	Supply Chain Assistant	2	1	1	(1)	-	0.87	0.37	0.67	(0.20)	0.30
101821	Supply Chain Management	18	21	19	1	(2)	8.80	8.73	7.07	(1.73)	(1.67)
105121	Surgical Technology	7	12	19	12	7	4.27	5.67	7.90	3.63	2.23
104995	Technical Studies-Journeyworker	2	1	1	(1)	-	0.20	0.10	0.10	(0.10)	-
UNDEC	Undeclared	239	317	132	(107)	(185)	42.70	54.23	20.73	(21.97)	(33.50)
UNDES	Undesignated + 24-25 SCNOW + Transcribed Credit	119	132	160	41	28	16.37	17.50	29.17	12.80	11.67
314421	Welding	40	35	38	(2)	3	20.90	17.10	19.13	(1.77)	2.03
	<b>TOTALS:</b>	<b>2,611</b>	<b>2,763</b>	<b>2,505</b>	<b>(106)</b>	<b>(258)</b>	<b>567.13</b>	<b>562.31</b>	<b>558.83</b>	<b>(7.59)</b>	<b>(2.00)</b>
										<b>-1.3%</b>	<b>-0.4%</b>

## 2. Student Success Scoreboard

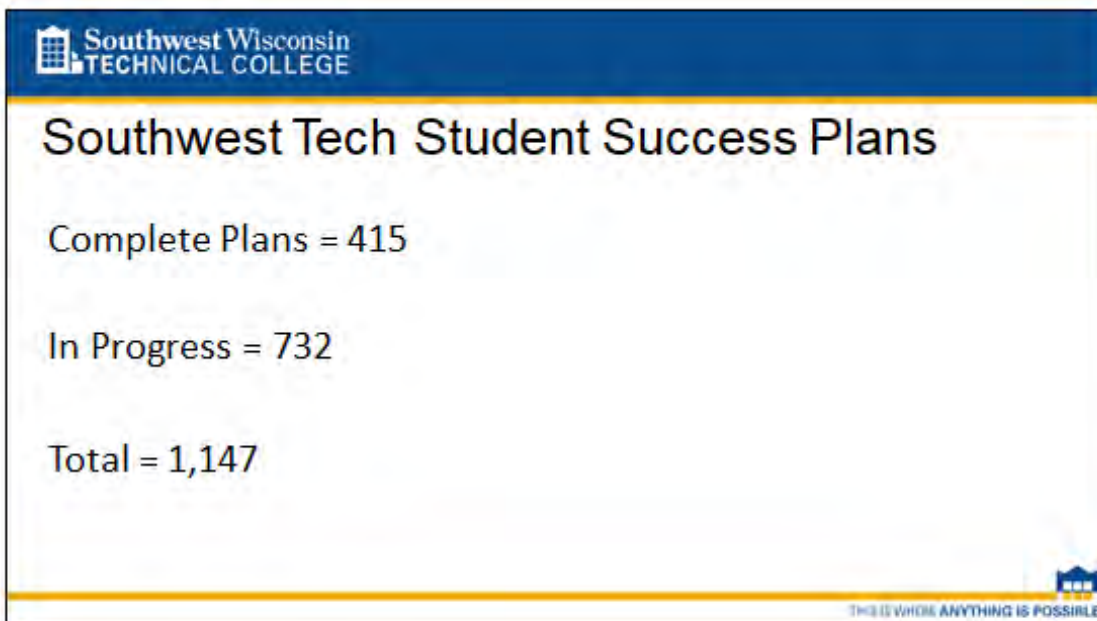


Southwest Wisconsin  
TECHNICAL COLLEGE

# College 1.0 Access Southwest Tech Student Success Plans

June 26, 2024

1



Southwest Wisconsin  
TECHNICAL COLLEGE

## Southwest Tech Student Success Plans

Complete Plans = 415

In Progress = 732

Total = 1,147

THIS IS WHERE ANYTHING IS POSSIBLE

2

## Southwest Tech Student Success Plans

### 415 Complete Plans, 732 Plans Started

*\*numbers reported below are started plans, not only completed plans\**

- 46 adult education (AE) and English Language Learners (ELL) students started plan
  - Goal is 50
- 222 dual enrollment students have a plan started
  - Goal is 150
- 145 students in one or more Special Population Category have a plan started
  - Goal is 300
- 71 students are University Transfer Students have a plan started
  - Goal is 50



THIS IS WHERE ANYTHING IS POSSIBLE

3

## Proposed New Scoreboard

1. Career Assessments
  - 460 career assessments completed
2. Financial Budget and Gap
  - 496 Students with a Financial Budget Plan
3. Academic Map with Supports & Services
  - 981 Academic Map with Supports and Services Plans are complete



THIS IS WHERE YOU GROW

4

## Proposed New Scoreboard

### 4. Complete Student Success Plans

- A. 384 Students with Career Assessment, Financial Budget, and Supports & Services with Educational Plan BEFORE classes start
- B. Special Population Students with Complete Plan and Non-Special Population Students with Complete Plan
  - 34 completed student success plans are Special Population Students
  - Most SSPs completed at NSR do not have Special Population indicator marked yet



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

### **1. District Boards Association (DBA) 2024-25 Committee Appointments**

Information from the District Boards Association regarding Committees and assignments follows. The SWTC District Board representation within the committees will be determined at the meeting.



WISCONSIN DISTRICT BOARDS ASSOCIATION  
**DISTRICT BOARDS ASSOCIATION**  
 11180 W. MOUNTAIN ROAD, MADISON, WI 53726

June 19, 2024

To: District Board Chairs and College Presidents  
 From: Layla Merrifield, DBA Executive Director  
 Re: Request for Board Organizational Meeting Appointments to District Boards Association Positions:

- Board of Directors (certain districts)
- Standing Committees (all districts)

On behalf of the District Boards Association, we ask that you please include the following appointments as part of your July 2024 district board organizational meeting agenda:

**DBA Board of Directors**

Board of Director seats are staggered 2-year terms and association officers automatically serve as their district's delegate to the board. The following (even-numbered) districts are requested to select a member to be seated on the association's Board of Directors effective July 22, 2024, for a **two-year term**:

- Madison College
- Moraine Park
- Nicolet College
- Waukesha County
- Western

The remaining districts **DO NOT** need to select a member for the Board of Directors at this time:

- Blackhawk
- Fox Valley
- Lakeshore
- Milwaukee
- Northeast Wisconsin
- Northwood
- Chippewa Valley (Erin Greenawald, At-Large)
- Gateway (Bill Duncan, Vice President)
- Mid-State (Betty Bruski Mallek, Past President)
- Northcentral (Paul Proulx, Secretary/Treasurer)
- Southwest Wisconsin (Chuck Bolstad, DBA President)



WISCONSIN DISTRICT BOARDS ASSOCIATION  
**DISTRICT BOARDS ASSOCIATION**  
104 King St. Ste. 203, Madison WI 53703

Each college can have only one representative on the DBA Board of Directors.

Each district board uses its own process to select its representative to the DBA board, except that District Boards Association officers automatically serve as their college's representative. There is no limit on the number of designee terms that may be served. A new member also may be appointed at mid-term, at the district board's discretion. New Association Board of Director members will be seated at the Association's summer Board of Director's meeting in July 2024.

#### **Standing Committee Membership**

**All districts** are requested to assign new or continuing members to the Association's standing committees, at your board's discretion. A description document outlining the standing committees is enclosed.

A response sheet is included. ***Please email this information to Diane Handrick following your organizational meeting ([dhandrick@districtboards.org](mailto:dhandrick@districtboards.org)).***

As always, thank you for your assistance.

cc: Executive Assistants to the College Presidents, College Board Chairs  
2024-25 Association Board of Directors



## **DBA Committee Descriptions 2024**

### **Board of Directors**

Each district board is asked to designate one trustee to represent the college on the DBA Board of Directors. The DBA Board meets at the Association meetings (hybrid, virtual or in-person) and for one Annual Planning Meeting, usually held in late August in Madison. The DBA Board sets policy for the Association, has final approval of all bylaws, policy and procedures manual changes, determines the annual Association budget, approves compensation for staff, and is the governing and oversight board for the DBA Executive Director.

*Board of Directors Delegate Commitment:* It is important that we have full representation from all colleges at DBA board meetings. Board of Directors Delegates are asked to attend all Association Board meetings either in-person or virtually. If a delegate is unable to attend a meeting, they should contact DBA for more information.

***DBA Standing Committees are listed here. These committees meet as needed.***

### **External Partnerships Committee**

This committee meets (hybrid, virtual or in-person) and works to explore innovative partnerships, external challenges, and emerging opportunities for collaboration, while building understanding and strengthening relationships between trustees and local, state, and national leaders. In collaboration with the host college, the committee meets with strategic partners that include but are not limited to:

- K-12 leaders
- Employer-partners
- Chamber officials
- County board members
- Presidents Association
- Higher education leaders
- Association of Community College Trustees
- Community and Faith-Based Organizations
- Other stakeholders and partners

Led by two trustee co-chairs in concert with DBA staff, this committee also generates programming input for Association staff to develop for in-service sessions.

*Each district board is asked to appoint one to four trustees to serve on the External Partnerships Committee.*

### **Internal Best Practices Committee**

This committee meets (hybrid—virtual or in-person) to share and discuss best practices internal to the technical college system on topics of interest to the members. Past topics appropriate for this committee include:

- Board and Association best practices around new member orientation;
- “Boardsmanship,” or how to be effective at the board table, legal and ethical



- parameters, and other skillsets for trustees;
- Human resources and employee compensation best practices;
- Student services best practices (mental health, veterans services);
- Instructional services best practices (career pathways, credit for prior learning, Promise programs); and
- Other emerging trends and topics

Led by the co-chairs, the Internal Best Practices Committee also generates programming input, suggesting topics for Association staff to develop for in-service sessions.

*Each district board is asked to appoint one to four members to serve as part of the Internal Best Practices Committee.*

### **Bylaws, Policies and Procedures Committee**

The Bylaws, Policies and Procedures Committee, as set forth in Article IX of the Bylaws, reviews the Association's Bylaws, Policies and Procedures Manual and recommends changes to the Board of Directors where appropriate.

The Committee has additional specific assignments:

- At the Board of Directors' request, develop a select list of major issues on which the Board of Directors may request member consideration.
- At the request of the Board of Directors, committee chair, or an individual member district board of the Association, review a proposed resolution or proposed change in the bylaws, policies or procedures for the purpose of recommending whether the proposed language will accomplish the desired effect, and/or whether the proposed change would require amendment of any other portion of the corporate bylaws, policies, or procedures.

### **Awards Committee**

The Awards Committee has responsibility for promoting, identifying and rating:

- Board Member of the Year candidates
- Technical Education Champion (TECh) Award candidates
- Media Award candidates
- Distinguished Alumni of the Year candidates

This committee conducts their work via e-mail/virtual meetings, outside of the DBA meetings. Each district board is asked to select one trustee to serve on the committee who will review and rate nominations for the Association awards program on behalf of their college.

The Committee determines, selects the recipients of, and delivers the Association's annual awards via the following process:

Association staff announce the nomination period for each award. At the end of the nomination period, the Association provides the Awards Committee with a slate of nominees eligible for the award with corresponding nomination materials. The Awards Committee selects award recipients by rating colleges' nominees against a set rubric of criteria for each award. Association staff then tabulate the scores and announce the winner. Whenever possible, awards are presented at the next in-person meeting of the Association.

*Awards Committee Commitment:* The DBA requests ratings from each college for awards. Awards Committee members read nominations for each award (one award each quarter) and submit a rating for each nomination. Members have about two weeks to complete this activity. During the rating process, members read or view 8-10 nominations for an award and rate each award on 4 or 5 rating criteria. Members are allowed to split this responsibility with another board member.

###

## 2024-2025 Technical College Trustee Designations

Please type or print

**College Name:** \_\_\_\_\_

(DBA will show this information in our 2024-25 member directory.)

**College Board Chair:** \_\_\_\_\_

**Vice Chair of the Board:** \_\_\_\_\_

**Secretary of the Board:** \_\_\_\_\_

**Treasurer of the Board:** \_\_\_\_\_

(Please see the memo and Committee Descriptions attachments for more information.)

### ***District Board assignments to the DBA:***

**DBA Board of Directors designee:**

\_\_\_\_\_

**DBA Awards Committee:** \_\_\_\_\_

**DBA Bylaws Committee:** \_\_\_\_\_

**DBA External Partnerships Committee (up to 4):** \_\_\_\_\_

\_\_\_\_\_

**DBA Internal Best Practices Committee (up to 4):** \_\_\_\_\_

\_\_\_\_\_

*Thank you for your assistance!* Please return this form, with a copy of your 2024-25 college board meeting schedule, if possible, to Diane Handrick at [dhandrick@districtboards.org](mailto:dhandrick@districtboards.org)

**2. Designate Southwest Tech and Real Estate Foundation Board Representatives**

The District Board will designate a 2024-25 representative for the Southwest Tech Foundation Board and Real Estate Foundation Board.

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

- 1. Feedback from DMI on Board Governance Policy 2.6 – Acting & Interim President**
- 2. Acting President Debrief**
- 3. College Happenings**

***D. Other Information Items***

**Establish Board Agenda Items for Next Meeting**

***A. Agenda***

- 1. Student Success Agenda – Academic Maps with Supports, & Services**
- 2. Approval of College Culture Board Monitoring Report**
- 3. 5-Year Affirmative Action Plan**
- 4. Foundation Quarterly Report**
- 5. Real Estate Foundation Quarterly Report**

***B. Date, Time, & Place***

**6:00 p.m., Thursday, August 22, 2024, Southwest Tech's Conference Room 430,  
1800 Bronson Blvd., Fennimore, WI 53809**

**Adjourn to Closed Session**

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

- 1. Discussing personnel issues 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 June 20, 2024.***


***Reconvene to Open Session***

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

***Adjournment***

**Appendix ~ Southwest Wisconsin Technical College Strategic Directions (2023 - 2026)**

  
**STRATEGIC DIRECTIONS**  
2023–2026



**For seven years in a row, Southwest Tech ranks among the best two-year colleges in the nation!**

THIS IS WHERE  
*Everyone Belongs*



# Who We Are

## Mission

Southwest Wisconsin Technical College provides education and training opportunities responsive to students, employers, and communities.

## Vision

Southwest Wisconsin Technical College will be a preferred provider of education, source of talent, and place of employment in the region. We at the College change lives by providing opportunities for success.

## Values

### Integrity

We promote a cohesive culture that is based on honesty, professionalism, trust, kindness, and respect. We work collaboratively to maintain a healthy environment of clear communication, transparency, and dedication to the mission of Southwest Tech.



*Lori Needham, executive assistant, is known around campus for her unwavering kindness and infectious positivity. She extends trust generously and helps the entire campus community to feel like they belong here.*

### Accountability

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.

*Holly Straka, Workforce Innovation Grant coordinator, is working on her masters degree while also leading the \$2.9 million Workforce Innovation Grant which funds Southwest Tech's Advance Southwest Wisconsin project. The project helps the Southwest Wisconsin workforce excel and increase their career potential in the post-pandemic manufacturing sector by providing job site training, educational pathways, and advanced support.*



### Learning

We work together to make high-quality, affordable education accessible to our diverse population. We help students develop the knowledge, skills, and attitudes needed to contribute to an inclusive workforce and community success. Through partnerships, we seek opportunities to improve lives.

*Kelly Kelly, Director of Fiscal Services, regularly seeks opportunities to provide work-based learning opportunities for students in the accounting program. She considers them an essential part of her team and holds them accountable for demonstrating professional behavior, communication, and the technical skills needed for today's workforce.*



### Inclusivity

We provide a welcoming environment that promotes respect for all members of the college community. We commit to learning about our differences and commonalities to better appreciate the value of each person. We empower the college community to cultivate connections and defend the dignity and humanity of all. We expect all members of our college community to live our Charger Respect Pledge.



*Matt Nation, evening custodian, regularly seeks opportunities to support students who need it the most by hiring them for the evening custodian crew. Matt makes adjustments to job duties to make sure students feel confident and supported. Matt answers many after-hours calls and is the first to extend a helping hand.*

### Continuous Improvement

We leverage our rural perspective and progressive entrepreneurial spirit to attract people who strive for excellence in student success through innovation in technology, services, and strategies. We support and promote personal and professional development to exceed industry standards and produce competent and



skilled graduates in high-quality, relevant programs essential to our sustainability as a college.

*Stacey Place, Physical Therapist Assistant program instructor, recently took on the role of academic lead for several health science*

*programs. The primary role of academic leads is to serve as coaches, mentors, and guides on a peer-to-peer basis, with the overarching goal of enhancing student learning outcomes.*

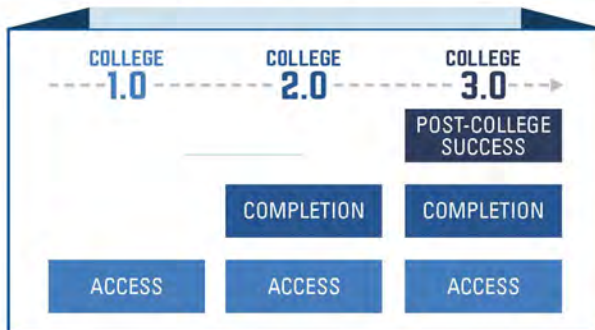


Building relationships with prospective students, current students, and employers is what we do best. At Southwest Tech, we care.

The front cover shows a recruiter meeting with students from Darlington High School, a non-traditional occupation student in the Building Trades-Carpentry program, and the first cohort of students in the high wage Surgical Technology program.



# College Health Indicators



COLLEGE HEALTH INDICATORS (CHI)		2023 ACTUAL	2024 GOAL
CHI 1A.	Promoting Equity in Student Learning-Graduation Rate Comparison:		
	For Special Population* Students	42%	70%
	For Non-Special Population Students	60%	
CHI 2A.	Course Completion Rate	91%	95%
CHI 3A.	Year-to-Year Graduate Wage Growth	8%	10%
CHI 4A.	5-Year Graduate Wage Growth	67%	75%

\*The Wisconsin Technical College System (WTCS) defines special populations as students of color, Pell Grant recipients, military veterans, incarcerated individuals, dislocated workers, and persons with disabilities.

The District Board of Directors reviews College Health Indicators (CHI) semi-annually. The CHI are metrics that provide a trend of performance year-over-year with benchmarks that compare Southwest Tech to other Wisconsin Technical College System colleges or national performance standards.

Each year, the Wisconsin Technical College District Boards Association recognizes individuals and business leaders in the state who exemplify the very best of Wisconsin's technical education system and colleges. The Association also recognizes partners in our communities who promote the value of a technical college education. For the last two years in a row, Southwest Tech District Board



▲ Charles Bolstad  
Donald Tuescher ▶

Chairs Donald Tuescher and Charles Bolstad were honored as the Wisconsin Technical College System Board Member of the Year.



# College Governance



## Executive Team

Leads the college to achieve excellence with integrity through learning and service.

*The Aspen Institute College Excellence Program selected Holly Clendenen as one of 35 leaders for the 2023-24 class of the Aspen Rising Presidents Fellowship.*



## College Council

Cultivates College Values as core behaviors of a positive, caring culture of wellness and trust.

*Josh Bedward, facilities manager and master electrician, co-leads the College Council and took a lead role in developing and implementing the performance management evaluations.*



## Academic Council

Leads efforts to ensure all students learn, progress, and achieve their goals, especially our Special Populations\*.

*Cynde Larsen, Ph.D., chief academic officer and executive dean, leads the Academic Council.*



## Operations Council

Leads the achievement of sustainable college operations.

*Heath Ahnen, executive director of information technology services, is co-leading the implementation of a new Enterprise Resource Planning system.*



**COLLEGE 1.0-ACCESS**

**STRATEGIC DIRECTION:** Create transformational student success plans to improve access for all students.

**This Is Where People Care.** At Southwest Tech we want every person to know we care about their success. Faculty and staff unite to help students design plans to achieve their goals. Student success plans include: career goals, an academic map, financial planning and budgeting, and a network of professionals to ensure supports and services are inevitable.

**PERFORMANCE**

*We know we will be successful when more people chose to be students at Southwest Tech, especially if they live in the college's five-county district.*

**GOALS**

- a. 50 Adult Basic Education and English Language Learners students will have a student success plan by the end of the spring 2024 semester.
- b. 150 dual enrollment high school students will have a student success plan by the end of the spring 2024 semester.
- c. 300 special population\* degree-seeking students will have a student success plan by the end of the spring 2024 semester.
- d. 50 university transfer students have a student success plan by the end of the spring 2024 semester.
- e. All program students will have a success plan before their first course begins in the 2024 fall term.



*An eager group of adults in Darlington is on their way to learning English. A partnership between Southwest Wisconsin Technical College and the Darlington Community School District, has drawn approximately 60 adult learners to weekly classes since September.*



*Cody M. Burke completed the HSED program at our Richland Center Outreach Center. He is from Soldiers Grove, Wisconsin, and was a student at North Crawford High School. Cody will attend Southwest Tech in Fennimore this fall as a part of the Agricultural Power and Equipment Technology program. Good luck with your future, Cody!*

**COLLEGE 2.0-COMPLETION**

**STRATEGIC DIRECTION:** Enhance high-quality work-based learning to improve course completion and graduation for all students.

**This Is Where You Succeed.** Graduation Matters. We help every student complete their courses and finish their degrees because we know students with degrees have more earning power and better opportunities to improve their lives.

**PERFORMANCE**

*We know we will be successful when more students graduate and we make improvements to decrease achievement gaps for special population students. Southwest Tech emphasizes work-based learning\* so students learn first-hand from industry experts how to excel in the workforce or successfully transfer to a four-year university.*

**GOALS**

- a. All academic programs will incorporate or enhance at least one formal work-based learning initiative into the curriculum before the fall 2024 semester.
- b. During the 2023-24 academic year, all academic program advisory committees will consider student success rates and outcomes and identify curriculum or industry innovations that will increase wages.
- c. The Boards of Directors for the College, Foundation, and Real Estate Foundation will adopt fundraising priorities aligned with supporting needs-based scholarships and work-based learning by November of 2023 and establish fundraising goals for each of the next three years.
- d. Universal Design initiatives will be assessed for impact on student success with investments in the opportunities that will have the most impact on students during the 2024-25 budget development cycle.

*All students are better off when they have authentic work-based learning opportunities similar to what they will experience in the workplace. The internal partnerships between marketing and the Graphic & Web Design program create meaningful experiences that align with program outcomes. Pictured are Graphic & Web Design students Sabrina Splinter and Alexa Weber whose t-shirt designs were selected to be sold in the Chargers Bookstore.*



\*Work-based learning is a course-based opportunity to engage and interact with industry experts while learning to demonstrate essential employability and technical skills necessary for today's workforce. Work-based learning can take various forms, such as practicum, clinical, and internship courses; apprenticeships, and other course-based learning experiences in which students interact directly with potential employers.



**COLLEGE 3.0-POST-COLLEGE SUCCESS**

**STRATEGIC DIRECTION:** Innovate the curriculum and workforce to improve wage and transfer success for all graduates.

**This is Where You Excel.** Southwest Tech graduates experience high levels of job placement. We seek to improve the wages they earn as our alumni increase their value to employers.

**PERFORMANCE**

*We know we will be successful when local employers report graduates have increased knowledge, skills, and abilities and recognize the high value by increasing wages.*

**GOALS**

- a. Add five new high-wage programs by 2026. We will pursue radiology technician, respiratory therapist, software developer, paramedic, and one still to-be-determined.
- b. Through the Team Action Plan process of Instructional Vitality, we will plan and implement curriculum modifications for at least one element of each low-wage program during the 2023-24 academic year.
- c. Strengthen the college's relationship with the University of Wisconsin-Platteville to help more Southwest Tech students complete their bachelor's degree.



*As a Nursing student Kylie Meier participated in the Southwest Tech sponsored trip to Haiti.*



*While working as an LPN and working her way through the Nursing-Associate Degree program, Kylie was selected as the DRIVEN Award recipient at Southwest Health in Platteville, Wisconsin. Kylie is described as "A nurse who shows compassion for people every day." Kylie is known for her energy, empathy, flexibility in meeting others' needs, dedication, and caring nature.*



*After working for seven years as an LPN, ADN, and BSN, Kylie has started seeing her own patients as an Advanced Practice Nurse Prescriber in 2023.*

*Kylie Meier*

- 2018 Nursing-Associate Degree
- 2020 Bachelor of Science in Nursing
- 2022 Advanced Practice Nurse Prescriber

**COLLEGE EXCELLENCE PROGRAM**  


The Aspen Institute College Excellence Program (Aspen) and its partners at the Community College Research Center (CCRC) have launched a first-of-its-kind initiative that reflects the next wave of the two-year college student success movement: a bold focus on excellence and equity in post-completion outcomes. In the spring of 2023, Southwest Tech was selected to join a ten-college network to work closely with Aspen, CCRC, expert

coaches, and field practitioners over three years on comprehensive reforms and then three additional years of evaluation, all with one overarching goal: thousands more community college students, including students of color and those from lower-income backgrounds, entering and completing programs that lead directly to jobs that pay a family-sustaining wage or to efficient and effective completion of a bachelor's degree.