#### Wisconsin Indianhead Technical College Board Proceedings August 18, 2014

The regular meeting of the Wisconsin Indianhead Technical College Board was held on Monday, August 18, 2014, at 8:30 a.m., at the WITC-Superior Campus, located at 600 North 21st Street, Superior, WI 54880.

#### CALL TO ORDER/ROLL CALL/DETERMINATION OF QUORUM

Chairperson, Morrie Veilleux, called the meeting to order at 8:30 a.m. with the following Board members present: James Beistle, Chris Fitzgerald, Brett Gerber, Lorraine C. Laberee, Troy Lambert, David Minor, Jean Serum, Morrie Veilleux, and Eileen Yeakley.

The following WITC employees were in attendance during the meeting: Ellen Riely Hauser, Kim Olson, and Cher Vink. WITC employees in attendance for a portion of the meeting were Bonny Copenhaver and Jasmin Burt. Steve Decker and John Will were also present during this meeting.

#### **OPEN MEETING**

Kim Olson, Executive Assistant to the President and Board, read the following open-meeting statement: "The August 18, 2014, meeting of the Wisconsin Indianhead Technical College Board, and all other meetings of this Board, are open to the public and in compliance with state statutes. Notice of the meeting was sent to the press on August 15, 2014, in an attempt to make the general public of Wisconsin aware of the time, place, and agenda of the meeting."

#### APPROVAL OF AGENDA

Chair Veilleux reserved the right to modify the order of the agenda to accommodate persons making presentations, live or via technology. James Beistle moved, seconded by Eileen Yeakley, to approve the agenda. Upon a unanimous vote of all members present, motion carried.

#### AUDIENCE RECOGNITION ANNOUNCEMENT

Time was reserved for Chair Veilleux to recognize people in the audience if needed. The Audience Recognition Board policy (II.M.) was included in the Board book as a reference.

#### **CAMPUS WELCOME**

Bonny Copenhaver, Vice President, Academic Affairs and Superior Campus Administrator, welcomed the Board.

#### **BOARD ORGANIZATION**

#### A. Oath of Office: Troy Lambert

The Oath of Office was administered by Chair Veilleux to newly appointed Board member Troy Lambert by having him read the Oath of Office statement at the meeting. The Oath of Office statement was signed by Mr. Lambert and notarized by Ms. Burt to be filed with the District Board Secretary.

## B. Request for Board Organizational Meeting Appointments to the District Boards Association Positions - Standing Committees

The District Boards Association requested that all districts review and assign their members to the association's standing committees. A District Boards Association Standing Committees packet was provided for the Board's information and included the current list of WITC committee representatives and a description of each committee. Mr. Lambert volunteered to serve on the Marketing/Public Relations & Awards Committee. The 2014–2015 Technical College Representative list was also provided for the Board's reference. The list will be updated and resubmitted by the Executive Assistant to the District Boards Association Office following this meeting.

Mr. Decker excused himself at 8:41 a.m.

#### **EXECUTIVE SESSION**

Chairperson, Morrie Veilleux, requested a motion for the Board to convene into executive session under the provisions of Wisconsin Statutes §19.85(1)(c)(e)(f) for the purpose of considering Bargaining Environment and Strategies, Personnel Issues, and Considering Approval of President Meyer's Revised Contract.

Jean Serum moved, seconded by Brett Gerber, to convene into executive session in accordance with Wisconsin Statutes §19.85(1)(c)(e)(f) for the purposes noted in the preceding paragraph. Chair Veilleux announced the motion. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

Chairperson, Morrie Veilleux, called the executive session to order at 8:42 a.m. with the following Board members present: James Beistle, Chris Fitzgerald, Brett Gerber, Lorraine C. Laberee, Troy Lambert, David Minor, Jean Serum, Morrie Veilleux, and Eileen Yeakley.

The following WITC employees were in attendance during executive session: Ellen Riely Hauser, Kim Olson, and Cher Vink. John Will was also present during executive session.

#### Approval of the July 14, 2014, Executive Meeting Minutes

Lori Laberee moved, seconded by Eileen Yeakley, to approve the executive meeting minutes as printed. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

James Beistle moved, seconded by Troy Lambert, to adjourn the Executive Session and reconvene back into the regular Board meeting. Upon a roll-call vote, all members present voted yes; motion carried (9-0) and the executive session adjourned at 9:30 a.m.

#### **OPEN SESSION RECONVENED**

#### **MEETING MINUTES**

1. <u>Approval of the July 14, 2014, Annual Organizational Meeting Minutes</u>
James Beistle moved, seconded by Brett Gerber, to approve the July 14, 2014, annual organizational meeting minutes as printed. Upon a unanimous vote of all members present, motion carried. *The signed list of contracts and resolution from the July meeting were attached to the official minutes.* 

#### **BUDGET CONSIDERATIONS REQUIRING BOARD ACTION**

- 1. Budget Modifications
  - A summary of the following budget modifications, which will be publicly noticed within 10 days following Board approval per Wisconsin Statute §65.90 (5), were included for the Board's approval. A two-thirds majority of the full Board was required to approve these budget modifications.
  - A. General Fund: Administration recommended changes to the allocations between functions in the General Fund expense budgets by \$450,000. The adjustment reflected reallocation of budget dollars for actual functional expenditures.
    - Chris Fitzgerald moved, seconded by Lori Laberee, to approve the recommended General Fund budget modification as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).
  - B. Special Revenue Fund Operating: Administration recommended increasing the Special Revenue Operating Fund by \$1,000,000. The adjustment reflected reallocation of budget dollars for actual functional revenue and expenditures.
    - Lori Laberee moved, seconded by James Beistle, to approve the recommended Special Revenue Fund Operating budget modification as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).
  - C. Capital Projects Fund: Administration recommended increasing and changing the allocations between functions in the Capital Projects Fund by \$170,000. The adjustment reflected reallocation of budget dollars for actual functional revenue and expenditures.

Jean Serum moved, seconded by Dave Minor, to approve the recommended Capital Projects Fund budget modification as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

D. **Debt Service Fund**: Administration recommended increasing Debt Service Fund by \$100,000. The adjustment reflected reallocation of budget dollars for actual functional revenue and expenditures.

Dave Minor moved, seconded by Eileen Yeakley, to approve the recommended Debt Service Fund budget modification as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

E. Internal Service Fund: Administration recommended increasing Internal Service Fund by \$50,000. The adjustment reflected reallocation of budget dollars for actual functional revenue and expenditures.

Lori Laberee moved, seconded by James Beistle, to approve the recommended Internal Service Fund budget modification as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

F. Special Revenue/Non-Aidable Fund: Administration recommended changes to the allocations between functions in the Special Revenue – Non-aidable Fund expense budgets by \$200,000. The adjustment reflected reallocation of budget dollars for actual functional expenditures.

Lori Laberee moved, seconded by Eileen Yeakley, to approve the recommended Special Revenue/Non-Aidable Fund budget modification as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

#### **CONSENT AGENDA**

Chairperson Veilleux asked if there were any items to be pulled off the consent agenda and acted on separately; however, there were none.

James Beistle moved, seconded by Lori Laberee, to approve the consent agenda. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

#### 1. Personnel:

- A. New Hire: Mila Halvorson, Associate Degree Nursing Instructor; Superior; effective July 1, 2014; annual salary \$56,285.
- B. New Hire: Megen Lube, Dental Assistant Instructor; Rice Lake; effective July 1, 2014; annual salary \$52,923.
- C. New Hire: Jesse Novak, Welding Instructor; New Richmond; Faculty; effective July 1, 2014; annual salary \$54,528.
- D. Resignation: Jami McAuley, Career Specialist; New Richmond; effective July 25, 2014.
- E. Resignation: Kimberly Riggle, Student Services Assistant; New Richmond; effective August 8, 2014.
- F. **Resignation**: Donna Timm, Academic Affairs Assistant; New Richmond; effective September 1, 2014. *Note: As recommended by administration, the Board approved waiving the six-month notification requirement for Ms. Timm.*

Interim President Ellen Riely Hauser noted that there were 38 years of service from these employees, with Donna Timm having 35 years of service at the College. The Board expressed their appreciation for this service to the College.

#### 2. Contracts

The listing of contracts was approved (see attached list).

#### 3. Financial/Cash Position Report

The College's Financial and Cash Position Report, as of July 31, 2014, was approved.

#### 4. Approval of Bills

Expenditures and revenue from the budget, covering check numbers 200000 through 200445 and electronic transfer payments totaling \$6,013,785.10 were approved.

#### 5. Bids/Purchases

- A. Remodeling Change Orders Rice Lake: The Board gave approval of Change Orders G-03 and G-04 by SDS Architects in the total amount of \$9,836 for Project #1328 at the Rice Lake Campus. These change orders included bar joist support steel, a correction in the contract amount, and Conference Center EIFS repair and tuckpointing. A financial summary was provided for the Board.
- B. Remodeling Change Order New Richmond: The Board gave approval of Change Order G-03 by SDS Architects in the total amount of \$6,114 for Project #1327 at the New Richmond Campus. The change order included conduit supports, occupancy sensors, and removing an existing knee wall. A financial summary was provided.

#### INFORMATION REPORT

#### International Education Committee Activities Report

Bonny Copenhaver, Vice President, Academic Affairs and Superior Campus Administrator, updated the Board on the following spring 2014 international education partnerships: Scotland Partnership, Netherlands Exchange Partnership, and the Guy Healy Partnership. In addition, she talked about a spring 2015 activity and other initiatives. An International Education PowerPoint presentation was provided for this report.

Dave Minor moved, seconded by Lori Laberee, to receive the International Education Committee Activities Report as it related to the interpretation of the ENDS statement for the President's annual evaluation.

#### OTHER ITEMS REQUIRING BOARD ACTION

- 1. <u>Announcements and/or Action from Executive Session</u>
  The Board Chair announced that the Board made a change to a previous decision regarding President Meyer's contract and will be meeting and discussing this with him.
- 2. <u>Approval of the International Education Budget 2015–2016 (FY16)</u>
  Administration requested approval to authorize spending up to \$15,000 on FY16 International travel in support of International education as presented during the information report.

James Beistle moved, seconded by Jean Serum, to approve the 2015-2016 International Education budget as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

3. Requesting Approval for the Rental of Facilities for the Balsam Lake Learning Center Administration requested Board approval for the rental of space from the Village of Balsam Lake, in the amount of \$195.20 per month, for the time period of August 1, 2014 through May 31, 2015. This represents no increase in the cost over last year. State Board approval is not required for any rentals with other governmental entities. The rental agreement for the Balsam Lake Learning Center was provided for the Board's review.

James Beistle moved, seconded by Chris Fitzgerald, to approve the Rental of Facilities for the Balsam Lake Learning Center as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

4. Approval of Resolution 15–02, Petition Wisconsin Technical College System Board (WTCSB) Requesting Approval for the Rental of Facilities for the Barron County International Center Resolution 15–02 (attached) for the Barron County International Center rental agreement (attached) were provided. Administration requested Board approval to submit a resolution to the state Board requesting approval for the rental of approximately 703 square feet for the Barron County International Center from Barron County in the amount of \$598 per month for the time period of October 1, 2014, through September 30, 2015. This represents a 2% increase in the cost over last year due to increases in overhead expenses.

Chris Fitzgerald moved, seconded by James Beistle, to approve Resolution 15-02, Petition Wisconsin Technical College System Board (WTCSB) Requesting Approval for the Rental of Facilities for the Barron County International Center as presented. Upon a roll-call vote, all members present voted yes; motion carried (9-0).

5. Approval of Resolution 15-03, Petition Wisconsin Technical College System Board (WTCSB) Requesting Approval for the Disposal of Land and Building at 525 Clough Avenue, Superior, WI 54880 Resolution 15-03 (attached) was provided for the Board's review. Administration requested Board approval to submit a Request for Approval to the WTCS Board for the disposal of land and building at 525 Clough Avenue, Superior, WI. WTCS Board approval is required per Wisconsin statutes. The land and building will be sold and proceeds will be distributed as outlined in the agreement with Douglas County (attached).

Dave Minor moved, seconded by Brett Gerber, to approve Resolution 15–03, Petition Wisconsin Technical College System Board (WTCSB) Requesting Approval for the Disposal of Land and Building at 525 Clough Avenue, Superior, WI 54880 as presented. Upon a roll–call vote, all members present voted yes; motion carried (9–0).

6. Annual Review of Board's Board-Staff Relationship Policies (III. A. - C.)

Time was reserved for the annual review of the following Board policies:

- A. Delegation to the President (III. A.)
- B. President's Responsibilities and Evaluation (III. B.)
- C. Monitoring College Effectiveness (III. C.)

There were no recommended changes from administration.

Dave Minor moved, seconded by Eileen Yeakley, to approve the Board-Staff Relationship Policies as presented. Upon a unanimous vote of all members present; motion carried.

#### 7. Annual Review of Board's Executive Limitations Policies (IV. A. - G.)

Time was reserved for the annual review of the following Board policies:

- A. General Executive Constraint (IV. A.)
- B. Human Relationships (IV. B.)
- C. Financial Condition (IV. C.)
- D. Budgeting/Forecasting (IV. D.)
- E. Compensation and Benefits (IV. E.)
- F. Asset Protection (IV. F.)
- G. Communication and Counsel to the Board (IV. G.)

There were no recommended changes from administration. Jean Serum moved, seconded by Dave Minor, to approve the Executive Limitation policies as presented. Upon a roll-call vote, all members present voted yes; motion carried.

8. <u>Approval of Revised Administrative Policy (G-113 & J-121) - Discrimination/Harassment/Sexual</u> Harassment/Sexual Assault Complaints

The revised Administrative Policy (G-113 & J-121) - Discrimination/Harassment/Sexual Harassment/ Sexual Assault Complaints was provided for the Board's approval. The changes to the policy included a title change and updates to respond to new legislation to reduce violence on campuses.

Brett Gerber moved, seconded by Chris Fitzgerald, to approve the Administrative Policy (G-113 & J-121) - Discrimination/Harassment/Sexual Harassment/Sexual Assault Complaints as presented. Upon a unanimous vote of all members present voting yes; motion carried.

### 9. <u>Approval of Revised Administrative Procedures (G-113 A, J-121 A, and J-220 A) - Discrimination/</u> Harassment/Sexual Harassment/Sexual Assault Complaints

The revised Administrative Procedures (G-113 A, J-121 A, and J-220 A) - Discrimination/Harassment/ Sexual Harassment/Sexual Assault Complaints was provided for the Board's approval. The changes to the procedures included a title change and updates to respond to new legislation to reduce violence on campuses.

Chris Fitzgerald moved, seconded by Eileen Yeakley, to approve the Administrative Procedures (G-113 A, J-121 A, and J-220 A) - Discrimination/Harassment/Sexual Harassment/Sexual Assault Complaints as presented. Upon a unanimous vote of all members present voting yes; motion carried.

#### 10. Approval of Revised Administrative Procedures (G-125 A) - Complaint Resolution

The revised Administrative Procedures (G-125 A) - Complaint Resolution was provided for the Board's approval. The changes to the procedure included a correction of the title of the Board and Vice President, Human Resources and Risk Management, and clarification of certain administration processes.

Lori Laberee moved, seconded by Jean Serum, to approve the Administrative Procedures (G-125 A) - Complaint Resolution as presented. Upon a unanimous vote of all members present voting yes; motion carried.

#### **CORRESPONDENCE AND INFORMATION**

#### 1. Meeting Information Sharing

Time was reserved for Board members to report on any meetings they have attended.

#### A. District Boards Association Summer Meeting

Lori Laberee, James Beistle, and Eileen Yeakley shared information from the July 18–19, 2014, District Boards Association meeting that was held in Green Bay. Materials from the meeting were circulated. It was suggested that the Board consider discussing the President's Evaluation information from the meeting at the Board Forward meeting and noted that Dr. Meyer would be willing to come back to help develop an instrument to use for this evaluation. In addition, it was suggested that the Board should develop a self-assessment to include on the Monitoring Schedule. Mr. Beistle noted that he will be attending the Association's Board of Directors Annual Planning meeting on August 22–23, 2014, in Madison.

#### 2. Travel Sign Up

#### A. Board Events Schedule

Time was reserved for the Board to update administration on their plans for upcoming Board events. A copy of the *Board Events Schedule* was routed during the meeting for Board members to update by recording their plans to attend (or not attend) the meetings and events listed on the form; or, to contact the Executive Assistant as soon as plans are confirmed. Chair Veilleux requested that the Board report any changes on the *Board Events Schedule* to Ms. Olson. Links to state and national Board meetings and events were included in the Board book.

#### 3. Monitoring Schedule Review and Updates

#### A. Monitoring Schedule

Time was reserved to review and update the *WITC Board Monitoring Schedule* as needed. There were no recommended updates from administration.

#### B. Board Member Orientation Planning

Time was reserved to plan for the Board Member Orientation. The last orientation was held following the November 18, 2013, Board meeting. Chair Veilleux recommended that Mr. Lambert work with Mr. Minor on a date and time that will work to review the orientation materials. Chair Veilleux will also make himself available if needed. The 2013 orientation agenda was provided with a link to the 2013 Board Member Orientation book. Ms. Olson will update and prepare the electronic orientation materials needed for this orientation.

#### 4. President's Updates:

Time was reserved for Interim President Ellen Riely Hauser to provide an update on the following items:

#### A. Follow-up from the Board Forward Meeting

Time was reserved for Interim President Riely Hauser to update the Board on the progress made on items discussed at the December 16, 2013, Board Forward meeting. This is a standing agenda item. President Meyer, incoming President Will, Ms. Riely Hauser, Co–Chairs of the Manufacturers Revealed WITC teams, Campus Administrators, and Mr. Minor met on August 6, 2014, for a "Call to Arms" meeting. Mr. Will and Mr. Minor provided updates at the Board meeting. The August 6 meeting was held via IP video to see where everyone was at with their planning for the Manufacturers Revealed event that will be held at each campus on October 8. It was noted that the campuses are contacting 35 businesses. Mr. Will plans to attend the New Richmond event. Mr. Minor recommended that we do something different than open houses.

#### B. Legislative Study Group Update

Dave Minor provided an update on the testimony he gave on the governance model at the July 24, 2014, hearing. It was noted that the August 27 meeting of the Legislative Council Study Committee on Technical College Funding and Governance has been postponed.

#### C. 2015-2018 Strategic Planning Summit Update

Time was reserved for an update on the 2015–2018 Strategic Planning Summit that was held on Tuesday, July 29, in Superior. The agenda and some photos that were taken at the summit were shared with the Board. Interim President Riely Hauser noted that it was a successful day of collaboration and that she and Mr. Will plan to meet to review the feedback that was received. They will also work with President's Cabinet on the information we received at the summit, revise and build action items, and bring the information to the Quality Improvement Steering Committee in the future for feedback. Mr. Will, Mr. Decker, and Ms. Vink were in attendance at the Summit.

#### D. President Meyer's Send-Off Update

Time was reserved for an update on the August 12, 2014, potluck that was held to send President Meyer off with class! Ms. Olson shared a slide show for the Board. Shell Lake staff, campus staff, and some retirees were in attendance at this event.

#### E. Campus Inservice Day Update

Interim President Riely Hauser provided an update on the Collegewide inservice that was held on August 14, 2014, via IP video. An agenda was reviewed. The Board was pleased to know that IP video technology was utilized for this inservice and will be used for the October inservice.

#### F. New Richmond Cable Agreement Renewal Update

The New Richmond Cable agreement provides a cable studio for the operation of a public educational broadcast channel in New Richmond. The current agreement has an annual automatic renewal clause that was approved by the City of New Richmond Board and WITC Board in the past to provide the public access channel technical services. The partnership has worked well for both parties and Joe Huftel, Vice President, Technology Services and New Richmond Campus Administrator supports the renewal.

#### G. Employee Handbook Update

The General Employee Handbook came about as a result of Act 10. WITC was one of the first colleges to issue a new handbook with the expiration of the former contract format in 2011. Updated versions of the Handbook have been issued each July 1 since then. The 2014–15 (current) update was just issued following solicitation of employee input and review. We also have established a survey tool for employees to provide anonymous feedback on the Handbook. Human Resources will continue to obtain input and compile a draft for review toward the end of the fiscal year for the next version of the Handbook. The current version of the Handbook is posted on *The Connection*.

Interim President Riely Hauser complimented Ms. Vink and her staff for their work on the handbook. In addition, she circulated for the Board's information the *Positively Superior* magazine, *Business North* paper, and a postcard from Mr. Beistle in regard to his attendance at the International Society for Business Education Conference that was held in Finland.

#### H. President's Transition Update

A transition update was given by Interim President, Ellen Riely Hauser, and incoming President, John Will.

Interim President Riely Hauser noted that she will be working out of the President's Office in Shell Lake during the next two weeks and will be meeting with Mr. Will during that time.

Mr. Will noted that things are going fine with the transition calendar he shared with the Board in June. He won't be in Shell Lake the next two Fridays as he will be working with the person who was hired to replace him at Impact 7. However, he was able to attend some events that weren't on the transition schedule, such as the Fast Forward Grant event and the Strategic Planning Summit. He has also met individually with most of the Vice Presidents and has met formally and informally with faculty members and other staff. Mr. Will plans to bring this item back at the next Board meeting and will have more of a six-month to a one-year plan on the execution of the existing 2012–2015 Strategic Plan and closing that out, as well as implementation of the new 2015–2018 Strategic Plan that is scheduled to begin on July 1, 2015. Dr. Meyer and Mr. Will met on the external relationships associated with the College and Mr. Will has information on the key contacts that he will need to meet. He will also continue to build and grow the current positive internal relationships with staff, students, and the Board. He will spend some time at Impact 7 once he is officially at WITC as part of the transition plan.

#### 5. Legislative Updates

There were no updates for this item. The Board Chair confirmed with Ms. Olson confirmed that she continue with the practice of inviting our legislators to future Board meetings.

Chair Veilleux will check with Mr. Walters of CESA 11 about a presentation on Economic Demographics of Wisconsin that was done by Todd Berry. He will also plan to talk to Interim President Riely Hauser and incoming President John Will about the possibility of a presentation on this topic to the Board. Mr. Minor noted that Jim Morgan may have similar material.

#### 6. 2015 Board Member of the Year Award - Request for Nomination

The District Boards Association's Marketing/Public Relations and Awards Committee requested the Board's help in identifying a nominee for the 2015 Board Member of the Year Award. This award recognizes a district board member who has made an outstanding contribution to technical and vocational education through participation as a trustee on the local, state, regional, and national level. Any district board member is eligible to be nominated, with the nomination addressing three criteria areas. The completed nomination paperwork is due to the Association office no later than November 3, 2014. The award will be presented at the January 2015 Boards Association meeting. The Board may use the process it thinks is appropriate to select a nominee.

Lori Laberee moved, seconded by Brett Gerber, to nominate James Beistle for the 2015 Board Member of the Year Award. Upon a unanimous vote of all members present, motion carried. Ms. Olson will provide Mr. Beistle with more information.

Ms. Laberee informed the Board that Dr. Meyer was not selected for the 2014 Association of Community College Trustees (ACCT) CEO Award.

#### 7. Capital Equipment Purchases

A. Driver's Education Vehicles - Rice Lake: A purchase was made of two vehicles in the total amount of \$37,686 from Ewald Automotive of Oconomowoc, WI, under Department of Administration contract # 15-07006-202. The vehicles are for the driver's education program at the Rice Lake Campus.

#### ESTABLISH BOARD AGENDA ITEMS FOR FUTURE MEETINGS

1. Review Meeting Dates, Locations, and Start Times

Time was reserved for the Board to confirm their plans for the regular meeting scheduled on Monday, September 15, 2014, beginning 8:30 a.m., at the WITC-New Richmond Campus. *Note: John Will begins as President on September 2, 2014.* The Board meeting schedule was provided for the Board's information.

#### 2. Review/Add Agenda Items

Time was reserved for the Board to add or review agenda items for the next Board meeting. Board agenda items for the meeting on **Monday**, **September 15**, **2014**, were listed on the Board's Monitoring Schedule. Additional agenda items for this meeting were discussed.

Note: Board members who wish to add additional items to next month's Board agenda may do so by contacting the Board Chair before Thursday, August 28, 2014. This request does not obligate the Board Chairperson to include the item on the agenda. The Board Chair will notify administration of agenda items before the Board book is prepared and copied.

#### MEETING EVALUATION

|   | PLUS +   | DELTA ^ |
|---|--|---------|
| + | Good closed session meeting                        | ٨       |
| + | Thanks to John for being in attendance             | ٨       |
| + | Ellen's reports were excellent                     | ٨       |
| + | Buy a new car!                                     |         |
| + | Well run meeting                                   |         |
| + | I appreciate dialogue with Board members on issues |         |

Chair Veilleux welcomed Mr. Lambert to the Board.

Chris Fitzgerald moved, seconded by James Beistle, to adjourn the meeting at 11:38 a.m.

Respectfully submitted,

Lorraine Laberee Board Secretary

ko

Note: A Board luncheon followed the Board meeting; however, no action was taken.

7/28/2014 2:10:44 PM

#### Wisconsin Indianhead Technical College Contract Estimated Full Cost Report

Fiscal Year: 2015

The Board is requested to ratify the President's action in entering into a contractual arrangement with the following agencies:

State Designated Indirect Cost Factors: On Campus = 43.3% Off Campus = 36.45%

|                    |   |   |            | *                   | ESTI                         |          |               |                   |
|--------------------|---|---|------------|---------------------|------------------------------|----------|---------------|-------------------|
| Contract<br>Number | Service Recipient                                 | Location  | On/<br>Off | Contract<br>Revenue | Est.Salary/<br>Fringe Cost + |          | = Full Cost   | Difference<br>+/- |
| 220                | Superior Douglas<br>County Chamber of<br>Commerce | WITC Superior   | On         | 1,557.00            | -                            | -        | -             | 1,557.00          |
|                    | Chamber member                                    | s will have access to WITC Superior. T  | HIS IS A   | AN EXCHANG          | GE OF SERVICES               | CONTRAC  | T. DO NOT INV | DICE.             |
| 300                | Ashland Industries, Inc                           | c. WITC Ashland   | Off        | 2,240.00            | 1,193.00                     | 435.00   | 1,627.00      | 613.00            |
|                    | <b>Employees of Ash</b>                           | land Industries, Inc will receive Print F   | Reading    | and metric          | conversion inst              | ruction. |               |                   |
| 301                | Cameron School<br>District                        | Cameron High School   | Off        | 1.00                | 1.00                         | 1.00     | 2.00          | (1.00)            |
|                    | · ·   | Driver's Education Theory and Behind<br>C will collect the tuition of \$98.89 for |            |                     |                              |          |               | •                 |
| 302                | Cumberland School<br>District                     | Cumberland High School  | Off        | 1.00                | 1.00                         | 1.00     | 2.00          | (1.00)            |
|                    |   | Driver's Education Theory and Behind<br>C will collect the tuition of \$98.89 for |            |                     |                              |          |               | •                 |
| 303                | Rice Lake School<br>District                      | Rice Lake High School   | Off        | 1.00                | 1.00                         | 1.00     | 2.00          | (1.00)            |

|      | •                                     | will collect the tuition of  | •   |                |                 |  |                  | •          |
|------|---------------------------------------|--|---|----------------|-----------------|--|------------------|------------|
| 304  | <b>Hudson School District</b>         | Hudson High School   | Off   | 1.00           | 1.00            | 1.00   | 2.00             | (1.00)     |
|      |                                       | Driver's Education Theor<br>collect the tuition of \$98                              |   |                |                 | The second of th |                  | •          |
| 305  | Ashland School Distric                | t WITC-Ashland   | On  | 23,275.00      | 19,236.00       | 6,381.00   | 25,616.00        | (2,341.00) |
|      | Students of the As                    | hland School District will   | receive skills and k                                | nowledge in    | the trades and  | l technology.  |                  |            |
| 306  | Lac Courte Oreilles<br>Casino & Lodge | LCO Casino - LCO   | Off   | 1,014.00       | 456.00          | 166.00   | 622.00           | 393.00     |
|      | Provide Heartsave                     | r 1st Aid/CPR & AED orig   | inal and renewal cla                                | ass to employ  | yees of the LCC | Casino.  |                  |            |
| 307  | Field Logic, Inc.                     | Field Logic, Inc.  | Off   | 4,715.00       | -               | <u>:</u> -   | -                | 4,715.00   |
|      | Employees of Field                    | l Logic, Inc. will receive s   | kills training throug                               | h Field Logic  | University, an  | online trainin   | g program.       |            |
| 308  | Cumberland Police<br>Department       | Rice Lake Police Depar<br>Range  | rtment Firing Off                                   | 84.00          | 69.00           | 26.00  | 94.00            | (11.00)    |
|      |                                       | ction firearms qualification<br>dification course consisti                           | and a state of the first of the first of the second | earms instruc  | ctor Tom Vand   | e Berg. Each o   | officer will sho | ot a two   |
| 309  | Northern Clearing Inc                 | Various  | Off   | 2,500.00       | -               | -  | -                | 2,500.00   |
|      | Employees of Nor                      | thern Clearing, Inc. will re   | eceive safety trainir                               | ng and certifi | cation.         |  |                  |            |
| 310  | REM Arrowhead                         | Off Campus   | Off   | 2,214.00       | Billion and A   |  | . A. A           | 2,214.00   |
|      | • •                                   | 1 Arrowhead will receive ation upon successful co                                    |   | sociation cer  | tification and/ | or re-certificat   | tion. Participa  | nts will   |
| 311* | Hudson High School                    | WITC New Richmond  | Campus On   | 11,078.00      | 9,156.00        | · -  | 9,156.00         | 1,923.00   |
|      | primary instructor                    | ts from Hudson High Sch<br>- Clinical site will be Chri<br>- 7/21/14 or 7/22/14 - 7/ | stian Community H                                   | -              | _               |  | •                |            |
| 312  | Washburn Co ADRC                      | Various  | Off   | 9,860.00       | 8,100.00        | 2,406.00   | 10,506.00        | (647.00)   |
|      | Students will learr                   | n Hands On Healthy Cook  | ing techniques.                                     |                |                 |  |                  |            |
| 313  | LP Corp                               | New Richmond Camp  | us On   | 3,034.00       | 1,812.00        | 426.00   | 2,238.00         | 797.00     |
|      | Welding certificat                    | e exams for 18 employee  | es of LP Corp.                                      |                |                 |  |                  |            |

WITC will provide Driver's Education Theory and Behind-The-Wheel to the students of the Rice Lake School District. As part of

| 314        | Workforce Resource                                | Room 217, WITC New Richmond Campus                            | On          | 2,493.00      | 2,060.00          | 173.00          | 2,233.00      | 261.00   |
|------------|---|---|-------------|---------------|-------------------|-----------------|---------------|----------|
|            | Health Care Provide                               | er CPR and OSHA 10 training for parti                         | cipants o   | f Summer H    | Health Academy    | at WITC.        |               |          |
| 315        | GDSI Switches                                     | WITC, New Richmond Campus                                     | On          | 790.00        | 353.00            | 98.00           | 451.00        | 339.00   |
|            | Up to 12 employee                                 | s of GDSI Switches will receive three                         | hours of t  | training in E | Excel.            |                 |               |          |
| 316*       | Ventures Unlimited                                | Shell Lake and Cameron Ventures Unlimited                     | Off         | 867.00        | 717.00            | -195.00         | 911.00        | (44.00)  |
|            | Provide 2 classes to AED.                         | Shell Lake employees and Cameron                              | employe     | es. Classes   | will be Heartsave | er 1st Aid witl | n Adult & chi | ld CPR & |
| 317        | Christian Community<br>Homes                      | Christian Community Homes -<br>Osceola                        | Off         | 653.00        | 380.00            | 71.00           | 451.00        | 203.00   |
|            | Provide CBRF Fire S                               | Safety training to employees.                                 |             |               |                   |                 |               |          |
| 318<br>318 | Barron County Developmental Disabilities Services | Barron County Developmental<br>Disabilities Services - Barron | Off         | 373.00        | 220.00            | 53.00           | 273.00        | 101.00   |
| · •        | Provide Adult CPR                                 | & AED and Bloodborne Pathogen Tra                             | ining to e  | mployees.     |                   |                 |               |          |
| 319        | Rusk County Fresh<br>Start Program                | WITC - Ladysmith  | Off         | 352.00        | 291.00            | 106.00          | 397.00        | (45.00)  |
|            | Provide Heartsave                                 | 1st aid with Adult and Child CPR & A                          | ED to em    | ployees.      |                   |                 |               |          |
| 320        | Supportive Home<br>Services                       | Butternut School  | Off         | 695.00        | 372.00            | 95.00           | 467.00        | 229.00   |
|            | CPR Healthcare Pro                                | ovider Renewal  | d. Ballulin |               |                   |                 |               |          |
| 321        | Pathways Transport                                | WITC Room 306   | On          | 618.00        | _                 | -               | -             | 618.00   |
|            | ASHI CPR/AED & F                                  | rst Aid Adult   |             |               |                   |                 |               |          |
| 322        | Peter Christensen<br>Health Center                | Peter Christensen Health Center                               | Off         | 1,293.00      | 1,069.00          | 283.00          | 1,351.00      | (58.00)  |
|            | Participants will re                              | ceive 16 hours of ACLS training.                              |             |               |                   |                 |               |          |
| 323        | Red Cedar Canyon<br>Assisted Living               | Red Cedar Canyon Assisted Living -<br>Hudson, WI              | Off         | 769.00        | 437.00            | 89.00           | 526.00        | 244.00   |
|            | Provide CBRF Fire                                 | safety training to employees.                                 |             |               |                   |                 |               |          |

| 324 | Osceola EMS                       | Osceola  | Off      | 1,406.00     | 1,162.00       | 424.00       | 1,585.00         | (180.00)   |
|-----|-----------------------------------|--|----------|--------------|----------------|--------------|------------------|------------|
|     | Monthly continuing                | g education for Osceola EMS.   |          |              | PRANKS         |              |                  |            |
| 325 | Superior<br>Environmental Service | Superior Waste Management  | Off      | 352.00       | 291.00         | 106.00       | 397.00           | (45.00)    |
|     |                                   | uperior Waste Management office wi pants will receive documentation.               | ll recei | ve Heartsave | er First Aid/C | PR/AED recer | tification. Upon | successful |
| 326 | Superior High School              | Various  | Off      | 17,216.00    | 14,228.00      | 3,000.00     | 17,228.00        | (12.00)    |
|     | Students of Superi                | or High School will receive career voca  | itional  | education in | the trades 8   | technology.  |                  |            |
| 327 | Jiffy Biffy                       | WITC Rice Lake   | On       | 271.00       | 215.00         | 94.00        | 309.00           | (38.00)    |
|     | 1employee of Jiffy                | Biffy will receive 24 hours of MSHA N  | ew Mir   | ner training |                |              |                  |            |
| 328 | Northwest Builders,<br>Inc.       | WITC- Rice Lake  | On       | 1,325.00     | 618.00         | 154.00       | 772.00           | 554.00     |
|     | 5 employees of No                 | rthwest Builders will receive 24 hours   | of MS    | HA Part 46 N | lew Miner Tr   | aining       |                  |            |
| 329 | LCO Headstart                     | LCO Headstart - LCO  | Off      | 467.00       | 386.00         | 124.00       | 510.00           | (43.00)    |
|     | Provide Pediatric N               | Medic First Aid class to employees.  |          |              |                | ·            | ·                |            |
| 330 | Golden Living                     | Golden Living Training Room  | Off      | 243.00       | 125.00         | 36.00        | 161.00           | 83.00      |
|     | CPR HCP-R                         | · 基础的 医原始性 医皮肤 医皮肤 医皮肤 医皮肤   |          |              |                |              |                  |            |
| 331 | CESA 12                           | CESA 12 Facility   | Off      | 363.00       | 291.00         | 106.00       | 397.00           | (34.00)    |
|     | ASHI Basic first Aid              | , CPR/AED for the Adult  |          |              |                |              |                  |            |
| 332 | Cooper Engineering                | WITC Rice Lake   | On       | 1,078.00     | 399.00         | 162.00       | 561.00           | 517.00     |
|     | Employees of Coop                 | oer Engineering will receive 24 hours o  | of MSH   | A Part 46 Ne | w Miner Tra    | ining.       |                  |            |
| 333 | Action Battery Wholesalers, Inc.  | Somerset   | Off      | 419.00       | 194.00         | 71.00        | 265.00           | 155.00     |
|     | CPR/first aid/blood               | d borne pathogen   |          |              |                |              |                  |            |
| 334 | New Richmond Police<br>Department | Old Dog Track Hudson(driving) St.<br>Croix County Sheriff<br>Department(classroom) | Off      | 938.00       | 775.00         | 283.00       | 1,057.00         | (120.00)   |

Emergency Vehicle Operations ((EVOC) Pursuit Driving recertification class. Two instructors will be teaching the four hour recertification class. There will be 2 sessions and officers will be attending only one session.

| 335 | Ashland County Sheriff<br>Dept         | Ashland County Jail  | Off      | 3,119.00     | 2,970.00        | -               | 2,970.00       | 149.00   |
|-----|--|--|----------|--------------|-----------------|-----------------|----------------|----------|
|     | Inmates of Ashland                     | Co Jail will receive GED instruction.  |          |              |                 |                 |                |          |
| 336 | Bayfield County<br>Administrator       | Bayfield County Jail   | Off      | 3,119.00     | 2,970.00        |                 | 2,970.00       | 149.00   |
|     | Inmates of Bayfield                    | County Jail will receive GED instruction   | n.       | Managar.     |                 |                 |                |          |
| 337 | Douglas County Sheriff<br>Department   | Douglas County Jail  | Off      | 3,119.00     | 2,970.00        | -               | 2,970.00       | 149.00   |
|     | Inmates at Douglas                     | County Jail will receive GED instruction   | n.       |              |                 |                 |                |          |
| 338 | Burkwood Treatment<br>Center           | Burkwood Treatment Center -<br>Hudson  | Off      | 2,854.00     | 1,642.00        | 318.00          | 1,959.00       | 896.00   |
|     | Provide CBRF Fire S                    | Safety, Standard Precautions, and Med  | lication | classes to e | mployees.       |                 |                |          |
| 339 | Barron Police<br>Department            | Arland Range   | Off      | 150.00       | 124.00          | 46.00           | 169.00         | (20.00)  |
|     | _                                      | qualification training with Firearms ins<br>s will be attending only (1) session.  | structo  | r Tom Vande  | berg. There wil | l be (2) sessio | ons consisting | g of 2   |
| 340 | Christian Community<br>Homes           | Christian Community Homes -<br>Osceola   | Off      | 1,498.00     | 808.00          | 195.00          | 1,002.00       | 497.00   |
|     | Provide CBRF Medi                      | ication class to employees at their Osc  | eola fa  | cility.      |                 |                 |                | •        |
| 341 | Wisconsin State Crime<br>Lab           | WITC Rice Lake   | On       | 3,344.00     | -               | -               | -              | 3,344.00 |
|     | material at no char                    | VICES AGREEMENT Wisconsin State Cr<br>ge to students or WITC. WITC is provio<br>am fees due to the Crime Lab Grant.  |          | ·- '-        | _               | •               | •              |          |
| 342 | St. Croix Valley<br>Workforce Resource | New Richmond   | On       | 938.00       | 775.00          | 336.00          | 1,110.00       | (173.00) |
|     | CPR / first aid train                  | ing the state of t |          | 基础等特         |                 |                 |                |          |
| 343 | Rockwell Automation                    | Rockwell Automation, Ladysmith,<br>WI  | Off      | 8,700.00     | 6,904.00        | 2,517.00        | 9,421.00       | (722.00) |

| 352  | Products                                  | ŴI  | Off             | 1,011.00<br>Columbia Fo  | 438.00                       | 110.00              | 548.00         | 464.00  |
|------|---|---|-----------------|--------------------------|------------------------------|---------------------|----------------|---------|
| 252  | WITC will provide I                       | HSED Services and Employability Skills  Columbia Forest Products, Mellen, | taada.          | -<br>[2]:31              |                              | in the first of the | F40.00         | 454.00  |
| 351  | Washburn County Jail                      | Washburn County Jail  | Off             | 3,119.00                 | 2,970.00                     | -                   | 2,970.00       | 149.00  |
|      |   | HSED Services and Employability Skills                                    | trainin         | g for inmate             | s of Sawyer Co               | ınty Jail.          |                |         |
| 350  | WITC will provide I<br>Sawyer County Jail | HSED Services and Employability Skills  Sawyer County Jail                | traininį<br>Off | g for inmate<br>3,119.00 | s of Rusk Count<br>2,970.00  | y Jail.             | 2,970.00       | 149.00  |
| 349  | Rusk County Jail                          | Rusk County Jail  | Off             | 3,119.00                 | 2,970.00                     | -                   | 2,970.00       | 149.00  |
|      | WITC will provide I                       | HSED Services and Employability Skills                                    | training        | g for inmate             | s of Barron Cou              | nty Jail.           |                |         |
| 348  | Employees of Liqui<br>Barron County Jail  | d Waste Technologies will receive trai<br>Barron County Jail              | -               | Beginner E<br>10,545.00  | xcel and Advand<br>10,042.00 | ce Excel.           | 10,042.00      | 503.00  |
| 347* | Technologies                              | Lab   | On              | 1,624.00                 | 742.00                       | 195.00              | 937.00         | 687.00  |
|      | Hospital Hazmat/D<br>Liquid Waste         | econtamination Refresher Training  New Richmond Campus Computer           |                 |                          |                              |                     |                |         |
| 346  | River Falls Area<br>Hospital              | River Falls Area Hospital   | Off             | 3,276.00                 | 2,600.00                     |                     | 2,600.00       | 676.00  |
|      | AHA CPR HCP-Refre                         | esher   |                 |                          |                              |                     |                |         |
| 345  | Red Cliff Community Health Center         | Red Cliff Community Health Center   | Off             | 180.00                   | 150.00                       | 45.00               | 194.00         | (15.00) |
|      | Transcripted credit<br>Assistant program. | contract with the Ladysmith Health A                                      | cademy          | 7. 10 studen             | ts are enrolled              | in the 2 cred       | it 30543300 No | ursing  |
| 344  | Ladysmith High School                     | Ladysmith High School   | Off             | 4,360.00                 | Maria a arabina              |                     | 4,360.00       | -       |

<sup>\*\*\*</sup> End Of Report '

<sup>\*</sup> indicates an amended contract

#### RESOLUTION #15-02

## PETITION TO THE WISCONSIN TECHNICAL COLLEGE SYSTEM BOARD (WTCSB) REQUESTING APPROVAL FOR THE RENTAL OF FACILITIES FOR THE BARRON COUNTY INTERNATIONAL CENTER – BARRON

**WHEREAS**, the Wisconsin Indianhead Technical College Board has heard reports detailing the need for the rental of a facility for the Barron County International Center - Barron.

WHEREAS, the Board, in renting this facility, does not meet TCS 5.09 exclusion of minor remodeling and minor rentals which now requires state board approval.

**NOW, THEREFORE, BE IT RESOLVED** that the Wisconsin Indianhead Technical College Board goes on record petitioning the Wisconsin Technical College System Board to allow the district board to enter into this rental agreement for the rental of facilities.

Adopted and approved this 18th day of August 2014.

District Board Chairperson

ATTEST:

District Board Secretary

#### OFFICE LEASE AGREEMENT

This Lease shall commence October 1, 2013 by and between Barron County, a municipal corporation, (hereinafter referred to as "Lessor"), and WITC- Wisconsin Indianhead Technical College, (hereinafter referred to as "Lessee").

WITNESSETH: That the said Lessor hereby leases and demises unto the said Lessee the following described Premises: Seven hundred three square feet (703) of the first floor of the building known as the Barron County Office Complex, which has an address of 410 E LaSalle Avenue, Barron, WI; said Premises are further described in Exhibit A, attached incorporated herein.

**TO HAVE AND TO HOLD** the premises from October 1, 2013, for a 12 month tenancy, the said Lessee paying to Lessor an annual rent of \$7030.00 based on a square foot charge of \$10.00, and with the understanding that Lessee is renting 703 square feet; said rent to be paid in monthly installments of five hundred eighty-six dollars (\$586.00), the first of said payments being due on the 1st day of October, and monthly on the same date thereafter.

- Lessee hereby covenants with the Lessor that the Lessee will pay the rent herein reserved at the times and in the manner aforesaid. In the event rent remains due and unpaid for a period of five days after the same shall have become due, the Lessor may, at the Lessor's option undertake eviction proceedings as provided for in Wisconsin Statutes.
- 2. Use. Lessee shall not use or permit the premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the premises or to the comfort of the Lessor or its neighbors.
- 3. Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the premises, together with all reasonable rules and regulations that may be promulgated by Lessor from time to time.
- 4. Alterations by Lessee. Lessee will make no alterations to the premises without the prior written consent of the Lessor.
- 5. Termination. This Lease may be terminated for any reason and by either party providing a written 60-day termination notice to the other party.
- 6. Automatic Renewal: If neither party terminates within 60 days prior to the end of *any* one year term, this lease shall automatically renew for another year term with an automatic 2% increase in rent effective October 1 of each subsequent year. Therefore, if lease is in effect on October 1, 2014, monthly rent shall increase to \$598.00; if lease is in effect on October 1, 2015, monthly rent shall increase to \$610.00, etc...
- 7. Lessor agrees it is responsible for snow removal of the back (south) parking lot, snow removal and salting of the surrounding sidewalks, capital expenditures, electricity, gas and maintenance of the furnace, light fixtures and plumbing fixtures, replacement of furnace filters and light bulbs, janitorial for premises,

- communications (telephone and computer access/connections only), water, sewer and electric utilities. The lessee shall be responsible for, but not limited to, the monthly phone and data costs for the Premises.
- 8. Sublease/Assignment. The Lessee will not sublet or assign this Lease, nor any part thereof, without the written consent of the Lessor. If negotiation of a sublease or assignment results in a profit by Lessee, said profit revenue shall be remitted immediately and in its entirety to Lessor. It is thereby agreed upon that Lessee shall not profit from any such sublease or assignment. If permission to sublet or assign is granted as provided in this paragraph, Lessee remains liable for the performance of its obligations under this Lease through the remainder of the original term, together with all extensions, and renewals that may have been executed by Lessee and Lessor prior to any such assignment. Furthermore, if permission to sublet is granted as provided in this paragraph, Lessee remains solely responsible for remitting the entire \$586.00 per month rent plus any additional profit revenue to Lessor, and such responsibility shall not be assigned to any sub-lessee.
- 9. Sale of Premises. Lessee agrees to allow access to the premises during its business hours for any and all showings, appraisals or appointments related to the sale of the premises.
- 10. Hazards. Lessee shall not use the premises, nor permit them to be used, for any purpose which shall increase the existing rate of insurance upon the premises, or cause the cancellation of any insurance policy covering the premises, or sell or permit to be kept, used, or sold in or about the premises, any article that may be prohibited by Lessor's insurance policies.
  - a. Lessee shall not commit any waste upon the premises, nor cause any public or private nuisance or other act that may disturb the quiet enjoyment of any other tenant, nor shall Lessee allow the premises to be used for any improper, immoral, unlawful, or unsafe purpose, including, but not limited to, the storage of any flammable materials.
  - b. Nor shall Lessee use any apparatus, machinery or device in or on said Premises that shall make any noise or cause any vibration that can be detected by other tenants, or that shall in any way be a detriment to the Building.
  - c. Lessee shall not install or construct within the premises electrical wires, water or drain pipes, machinery, or other permanently installed devices, including, but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of Lessor.
- 11. The Lessee will keep the interior of the premises in good and substantial repair and in clean condition, damage by fire or storm excepted; and will exercise all reasonable care in the use of halls, stairs, bathrooms, closets and other fixtures and parts of the premises; the Lessee will also permit the Lessor or Lessor's agents or employees, at all reasonable times, to enter into the premises and inspect the conditions thereof, and make such repairs as may be necessary; and will at the expiration of this Lease, without demand, quietly and peaceably return possession of the said premises in good state and condition, damage or destruction by fire or storm excepted. The Lessee further understands that the leased premises will be

- available and accessible by the Lessee only during regularly scheduled business hours of the premises.
- 12. In case the leased premises shall at any time be destroyed or so damaged by fire or storm as to render the same unfit for occupation or use, the Lessor shall have the option to terminate this Lease forthwith, or to repair and rebuild the premises and suspend payment of rent until the leased premises are ready for occupancy.
- 13. Liability. Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the premises by Lessee, its agents and employees, invitees, visitors or subtenants, except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors, or subcontractors.
  - a. Lessee will indemnify and save Lessor harmless from all liability and loss on account of any such damage or injury; but Lessee shall not be liable for any damage or injury occasioned by any failure of Lessor to comply with its obligations under this Lease or by reason of the negligence of the Lessor, its agents, servants, employees, contractors, or subcontractors.
  - b. Lessee shall furnish, at its own expense, to Lessor a certificate of public liability insurance, insuring Lessees against liability for a minimum of \$1 million combined single limit coverage of bodily injury, property damage or combination thereof.
  - c. Lessor shall not be responsible for any loss incurred of Lessee's personal property, nor shall Lessor be responsible for obtaining any insurance covering Lessee's personal property. Lessee (at Lessee's discretion) shall be solely responsible for obtaining a renters insurance policy at its own expense covering the loss or damage of its personal property.
- 14. Fixtures and Personal Property. Any trade fixtures, equipment, or personal property permanently installed in or permanently attached to the Premises, Building, or Parcel by or at the expense of Lessee shall be and remain the property of Lessee, and Lessor agrees that Lessee shall have the right to remove any and all of such property prior to the expiration or termination of this Lease Agreement, so long as no default exists under this Lease. Lessee agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of any of its trade fixtures, equipment, or other permanently affixed personal property as described above.
- 15. In the event of any interruption or malfunction for any reason of any utility or service to the Premises or Building, Lessor shall use reasonable diligence to restore the utility or service. However, any such interruption or malfunction, if restored within a reasonable time, shall not entitle Lessee to be relieved from any of its obligations under this Lease, or grant Lessee the right of set-off or recoupment of rent, or be considered a breach by Lessor, or entitle Lessee to any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of Lessor cease to function properly, Lessor shall use reasonable diligence to repair the machinery or equipment promptly, but Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned by or resulting from any such breakdown or cessation for the length of time reasonably required for repair.

- 16. In case of the failure of the Lessee to pay rent when due or other charges occurring as a result of this lease, and the same is collected by suit or through an attorney, the Lessee agrees to pay the Lessor's reasonable attorney's fees, together will all costs incurred.
- 17. This agreement shall constitute the entire agreement of the parties, and there exists no other oral or written agreements, conditions or promises of the parties not incorporated into this agreement.
- 18. Applicable Law and Venue: Any and all disputes arising out of this Lease Agreement shall be venued in the Circuit Court located in Barron County, with Wisconsin State law being applied.
- 19. Captions: The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
- 20. In the event any provision contained here is found invalid, the validity of the remainder of the agreement shall not be affected.
- 21. Any notices required by this lease shall be delivered as follows:

To the Lessor:

Jeff French

Barron County Administrator

Barron County Govt Center

335 E. Monroe Avenue

Barron, WI 54812

WITC
505 Pine Ridge Drive

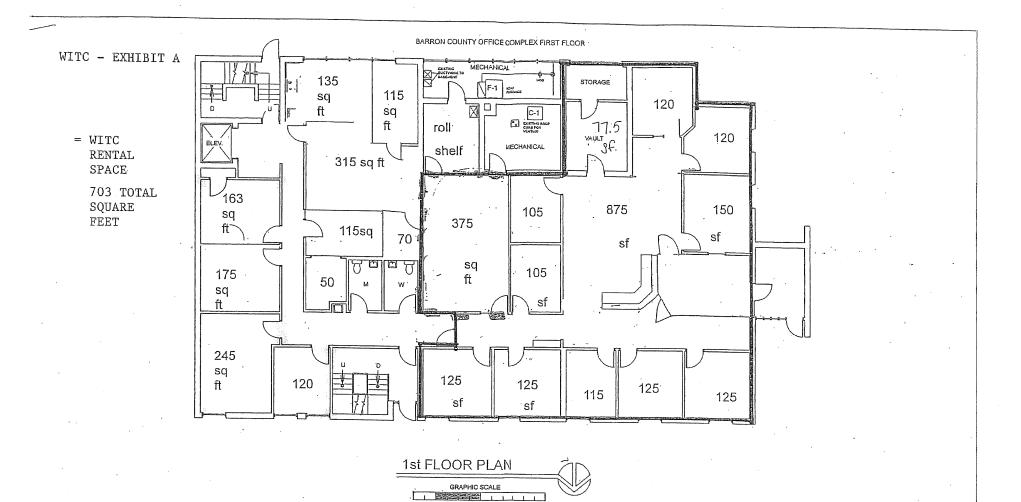
Shell Lake, WI 54871

22. The undersigned, on behalf of Lessee, states that he/she has full authority to bind the Lessee to the terms of this lease under resolution duly adopted by the Lessee or as authorized in accordance with Articles of Incorporation and/or By-Laws, if any.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals as follows.

**BARRON COUNTY** 

# Witness By: Jeff French, County Administrator Lessor Date By: \_\_\_\_\_, Lessee Date



BARRON COUNTY OFFICE COMPLEX

#### RESOLUTION #15-03

# PETITION TO THE WISCONSIN TECHNICAL COLLEGE SYSTEM BOARD (WTCSB) REQUESTING APPROVAL FOR THE DISPOSAL OF LAND AND BUILDING AT 525 CLOUGH AVENUE, SUPERIOR, WI 54880

WHEREAS, the Wisconsin Indianhead Technical College Board has heard reports detailing the land and building disposal at 525 Clough Avenue, Superior, WI 54880 near the WITC-Superior Campus:

NOW, THEREFORE, BE IT RESOLVED that the Wisconsin Indianhead Technical College Board goes on record petitioning the Wisconsin Technical College System Board to allow the district Board to dispose of the property located at 525 Clough Avenue, Superior, WI 54880 and distribute the proceeds per agreement with Douglas County.

Adopted and approved this 18th day of August, 2014.

District Board Chairperson

ATTEST:

District Board Secretary

## AGREEMENT BETWEEN DOUGLAS COUNTY AND WISCONSIN INDIANHEAD TECHNICAL COLLEGE (WITC)

Douglas County, Wisconsin, Seller, and Wisconsin Indianhead Technical College (WITC), Buyer, agree as follows:

1. Douglas County will transfer ownership of the following described property to WITC:

Lots 13 and 14, Block 33, West Superior Fifth Division, City of Superior (Parcel No. 03-803-00626-00), known as 525 Clough Avenue.

- 2. WITC will assume all financial obligations after the transfer of title from Douglas County to WITC. WITC will insure said property and maintain the real property as an off-site training facility for WITC programming and supported functions. WITC will hold Douglas County harmless from all defects in property and any injury during training at the property. It is the intent of WITC to make improvement to said property and place the property for sale at some point in the future.
- 3. Any future proceeds from the sale of the property are to be distributed as follows:
  - a. Douglas County will be reimbursed for all delinquent real estate taxes and special assessments owing against the subject property at the time of taking of the tax deed, as well as any expenses incurred by Douglas County during ownership of the property;
  - b. WITC will be reimbursed for any expenses incurred for improvements made to the subject property; and
  - c. The remaining proceeds will be shared equally by Douglas County and WITC.

Dated this /4 day of MAKCH , 2017

DOUGLAS COUNTY:

WITC:

Associate Vice President, Finance & Business Services/Chief Financial Officer