

Blackhawk Technical College
District Board Meeting
December 21, 2016
Central Campus – Administrative Center – Board Room
5:00 PM

AGENDA - REVISED

1. Call to Order
2. Public Comment
Persons who wish to address the District Board may make a statement as long as it pertains to a specific agenda item. Persons who raise issues not on the agenda may be invited back to repeat their comments at a later Board meeting when the subject is properly noticed on the agenda. Unless requested by the Board Chair from the audience, regarding a specific agenda topic, public comments or dialogue are not allowed during other portions of the Board meeting and/or discussion.
3. Special Reports
 - Enc. #1 a. Recognition of BTC Retirees (Timothy Cantwell, Lucille Olson, Kay Sanden) (Chairperson Thornton and Dr. Tracy Pierner)
 - b. Student Representative to the Board Report (Information – Joel Haerberlin)
 - Enc. #2 c. Presentation and Acceptance of Fiscal Year 2015-16 Audit Report (Action – Renea Ranguette)
4. Information/Discussion
 - Enc. #3 a. Summary of Revenues and Expenses (Information – Renea Ranguette)
 - b. President's Report (Dr. Tracy Pierner)
 1. Activities for the Month
 2. Legislative Update
 3. BTC in the News
 4. Other Communications
 - Enc. #3a c. Award of Contract for Commercial Real Estate Brokerage Firm Services for the Sale of the Center for Transportation Studies Property (Action – Dr. Tracy Pierner)

5. Consent Agenda

Consent Agenda items will be approved in one motion; however, any Board member may ask that any individual item be acted on separately.

- Enc. #4 a. Approval of Minutes of the Regular Meeting Held on November 16, 2016 (Action)
- Enc. #5 b. Approval of Minutes of the Special Meeting Held on December 6, 2016 (Action)
- Enc. #6 c. Approval of Current Bills (Action – Renea Ranguette)
- Enc. #7 d. Approval of Contract Training (Action – Dr. Diane Nyhammer)
- Enc. #8 e. Acceptance of Intent to Retire (Sharon Ackermann) (Action – Brian Gohlke)
- Enc. #9 f. Acceptance of Resignations (G. Scott Davis, Theresa Laws-Dahl, and Terry Prindle) (Action – Brian Gohlke)

6. Action Items

- Enc. #10 a. Approval of Revisions to Board Policy A-220 – District Board Powers and Duties (Action – Chairperson Thornton)
- Enc. #11 b. Approval of Concept Review for Associate of Applied Science Human Services Program (Action – Dr. Diane Nyhammer)
- Enc. #12 c. Approval of Concept Review for Associate of Applied Science Supply Chain Management Program (Action – Dr. Diane Nyhammer)
- Enc. #13 d. Approval of Concept Review for Associate of Applied Science Foundations of Teacher Education Program (Action – Dr. Diane Nyhammer)
- Enc. #14 e. Approval of Concept Review for a Less-Than-One-Year Technical Diploma Commercial Truck Driving Program (Action – Dr. Diane Nyhammer)
- Enc. #15 f. Approval of Joint Educational Amended Agreement between Rock Valley College and Blackhawk Technical College (Action – Dr. Diane Nyhammer)
- Enc. #16 g. Approval of Amendment to Advanced Manufacturing Training Center Lease (Action – Renea Ranguette)

7. Committee Reports

Finance Committee

Ms. Barbara Barrington-Tillman, Chairperson

No November Meeting Held

No December Meeting Scheduled
Committee-Related Item Follows

Enc. #17

- a. Consideration of Resolution Providing for the Sale of \$3,500,000 General Obligation Promissory Notes, Series 2017A, of Blackhawk Technical College District, Wisconsin (Action – Renea Ranguette)

Personnel Committee

Mr. Rick Richard, Chairperson

No November Meeting Held

Meeting Scheduled – 12/16/16 – 4:00 PM

8. New Business

Enc. #18

- a. National Community College Benchmark Project Report-Out (Information – Dr. Tracy Pierner)

Enc. #19

- b. Review of District Board Policies (Discussion – Chairperson Thornton)
1. Board Policy A-231 – Board Composition and Terms of Office
 2. Board Policy A-240 – President/District Director
 3. Board Policy C-400 – President/District Director
 4. Board Policy K-210 – Public Records Law (Public's Right to Know)

9. Other Business

- a. District Boards Association Legislative Seminar/Winter Meeting – January 12-13, Madison

10. Future Agenda Items

ENCLOSURE #1

3. Special Reports

- a. Recognition of BTC Retirees Timothy Cantwell, Lucille Olson, and Kay Sanden (Chairperson Thornton and Dr. Tracy Pierner)

Tim Cantwell will retire on January 6, 2017, after 30 years of service to the College. He was hired in 1986 as a Maintenance Technician, the position he currently holds today. In addition to his Maintenance duties, Tim has served terms as President and Vice President of the ESP union, was a member of the Safety Committee, participated in contract negotiations, and assisted with the BACTE fund raising golf outing.

He has indicated he is most proud of his longevity at BTC, the things he has learned over the years, and the things he has done to help the College change and grow over that period of time. His retirement plans include working part-time for a friend until next summer, then starting his own lawn mowing service. He also plans to spend more time with family and traveling.

Lucy Olson will retire on December 21, 2016, after 15 years of service to the College. She began at BTC in 2001 as a Nursing Assistant instructor in the Health Sciences Division. During her career here she developed the Nursing Assistant – Advanced course, the Personal Care Worker course, the Working with Special Populations course, and the Nursing Assistant – Hybrid course. Lucy has also served on the College-wide Curriculum Committee, the On-line Learning Committee, and the "Dress for Success" Committee. In addition, she has been the Nursing Assistant Program point-of-contact with Department of Human Services - Division of Quality Assurance and attended annual state-called meetings to ensure BTC compliance with State regulations for 15 years.

She has indicated she is most proud of the number of courses she developed in order to meet the needs of the community as well as the students attending BTC, helping students believe in themselves and seeing them succeed after they have left her courses, being a member of the team that helped design the new Health Science wing, and for raising over \$2,000 in her walk across Northern Spain (El Camino de Santiago) in 2014 for scholarships to support returning or second-career BTC students. Lucy's retirement plans include spending lots of time with family, traveling, volunteering with grade school reading and math programs, and completing a second walk across Spain.

Kay Sanden will retire on December 16, 2016, after 16 years of service to the College. She began at BTC as a temp in the Fiscal Clerk position in the Business Office responsible for balancing cash registers, doing bank deposits, and sorting the mail for the campus. Kay applied for the position and was hired permanently in 2000. A year later she transferred to a position within the Purchasing Department, the position she held for the remainder of her career. In that

position, she handles all aspects of the college-wide requisition/purchase order process and monitors all P-card usage.

Kay has indicated she has always enjoyed her job and working with many individuals on a daily basis. She stated her retirement plans are simple...working with her husband of 50 years 24/7 and enjoying life for many years to come.

We wish Tim, Lucy, and Kay long and happy retirements and thank them for their dedication to the College. Tim and Lucy will be in attendance at the meeting to be recognized. Kay is unable to attend the meeting; her retirement plaque will be presented prior to her last day.

ENCLOSURE #2

3. Special Reports

- c. Presentation and Acceptance of Fiscal Year 2015-16 Audit Report (Action – Renea Ranguette)

The District's auditing firm, Wipfli, LLP, has completed the audit of Fiscal Year 2015-16 financial records. Dan Walker will be present at the December meeting to present the [draft FY 2015-16 Audit Report](#) discuss their findings, and answer questions.

Upon acceptance by the District Board, the report will be finalized and forwarded to the Wisconsin Technical College System Office by the January 31, 2017, deadline.

December 15, 2016

District Board
Blackhawk Technical College District
Janesville, Wisconsin

Dear Board Members:

We have audited the financial statements of the business-type activities, the discretely presented component unit, and the aggregate remaining fund information of the Blackhawk Technical College District (the "College") for the year ended June 30, 2016, and have issued our report thereon dated December 15, 2016. Professional standards require that we provide you with the following information related to our audit:

Our Responsibility Under Auditing Standards Generally Accepted in the United States, *Government Auditing Standards*, the Uniform Guidance, and the *State of Wisconsin Single Audit Guidelines*

As stated in our engagement letter dated March 31, 2016, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in accordance with accounting principles generally accepted in the United States. Our audit of the financial statements does not relieve you or management of your responsibilities. The financial statements of Blackhawk Technical College Foundation, Inc., a discretely presented component unit, were not audited in accordance with *Government Auditing Standards*.

In planning and performing our audit, we considered the College's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on a major federal and state program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance and *State of Wisconsin Single Audit Guidelines*.

As part of obtaining reasonable assurance about whether the College's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions was not an objective of our audit.

Also in accordance with the Uniform Guidance and *State of Wisconsin Single Audit Guidelines*, we examined, on a test basis, evidence about the College's compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* and *State of Wisconsin Single Audit Guidelines* applicable to each of its major federal and state programs for the purpose of expressing an opinion on the College's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the College's compliance with those requirements.

Required Supplementary Information Accompanying Audited Financial Statements

We applied certain limited procedures to the management's discussion and analysis, the schedules of funding progress and employer contributions, and the schedules of employer's proportionate share of the net pension liability (asset) and employer contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Supplementary Information in Documents Containing Audited Financial Statements

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Other Information in Documents Containing Audited Financial Statements

The auditor's responsibility for other information in documents containing audited financial statements does not extend beyond the financial information identified in our report, and we have no obligation to perform any procedures to corroborate other information contained in a document. Our responsibility is to read the other information and consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. We are not aware of any documents or other information containing audited financial statements, and furthermore management has not requested us to devote attention to any documents containing audited financial statements.

Other Information in Documents Containing Audited Financial Statements (Continued)

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to your representative, Gerri Downing, in our client assistance memo dated July 28, 2016, in addition to our engagement letter dated March 31, 2016, accepted by Renea Ranguette.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the College are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the period under audit except for the following:

- GASB Statement 72, *Fair Value Measurement and Application*. This statement provides guidance for determining a fair value measurement for financial reporting purposes and provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. The implementation of this standard had no effect on previously reported net position.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- The adequacy of the estimated asset (liability) for postemployment health insurance benefits is subjective and contingent upon actual insurance premium rates and employee salaries in effect when employees retire. We evaluated key factors and assumptions used to develop the liability for postemployment benefits in determining that it is reasonable in relation to the financial statements.
- The information used for the net pension asset and deferred outflows and inflows related to pension for the Wisconsin Retirement System (WRS) were provided by WRS and audited by the plan auditor. We reviewed the independent auditor's report, evaluated the competence and independence of the plan auditor, and verified and recalculated the allocation percentage and the amounts allocated to the District for its proportional share of the WRS collective pension amounts.
- The adequacy of the estimated depreciable lives of property and equipment is based on the expected use of the respective assets and management's experience with similar assets. We evaluated key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements With Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 15, 2016, a copy of which accompanies this letter.

Management Consultations With Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. To our knowledge, management has not obtained any opinions from other independent accountants on the application of accounting principles generally accepted in the United States which would affect the College's financial statements or on the type of opinion which may be rendered on the financial statements.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the College's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not, in our judgment, a condition of our retention.

Internal Control Matters

In planning and performing our audit of the financial statements of Blackhawk Technical College District as of and for the year ended June 30, 2016, in accordance with auditing standards generally accepted in the United States, we considered the College's internal control over financial reporting (internal control) as a basis for designing our auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the College's internal control. Accordingly, we do not express an opinion on the effectiveness of the College's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and, therefore, significant deficiencies and material weaknesses may exist that were not identified. We did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Other Matters

Net position as of July 1, 2015 and 2014, has been restated as follows due to errors in the recording of capital assets. During the year ended June 30, 2015, capital assets were overstated by \$1,116,026, net of accumulated depreciation of \$85,740, due to an accounting error in which a group of assets were added into the capital asset ledger twice. Also, during the year ended June 30, 2014, capital assets were overstated by \$600,000 due to the College incorrectly recording a lessor's building improvements to a College leased facility as leasehold improvements and institutional revenue.

Other Matters (Continued)

These adjustments caused net position to be restated as follows:

	<u>July 1, 2015</u>	<u>July 1, 2014</u>
Net position, as previously reported	\$ 32,645,995	\$ 33,007,945
Prior period adjustment:		
Capital assets overstated due to capitalization of lessor building improvements (net of accumulated depreciation)	(594,000)	(600,000)
Capital assets overstated due to duplication of asset additions (net of accumulated depreciation)	<u>(1,030,286)</u>	<u>-</u>
Net position, as restated	<u>\$ 31,021,709</u>	<u>\$ 32,407,945</u>

We appreciate the opportunity to be of service to Blackhawk Technical College District.

This communication is intended solely for the information and use of management, the District Board, and others within the College and includes a description of the scope of our testing of internal control over financial reporting and the results of that testing. The communication related to considering the College's internal control over financial reporting is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the College's internal control over financial reporting. Accordingly, this communication is not suitable for any other purpose.

Sincerely,

Wipfli LLP

Enc.

ENCLOSURE #3

BLACKHAWK TECHNICAL COLLEGE Summary of Revenue and Expenditures as of November 30, 2016

<u>COMBINED FUNDS</u>	2016-17 CURRENT BUDGET	2016-17 ACTUAL TO DATE	2016-17 PERCENT INCURRED	2015-16 ACTUAL TO DATE	2015-16 PERCENT INCURRED
REVENUE & OTHER RESOURCES:					
Local Government	\$ 14,206,843	\$ 2,741	-91.4%	\$ 386	-3.5%
State Aids	14,976,017	2,662,701	17.8%	2,458,028	16.5%
Statutory Program Fees	5,412,765	4,410,315	81.5%	4,872,773	75.7%
Material Fees	344,988	323,284	93.7%	333,535	83.8%
Other Student Fees	689,011	522,457	75.8%	479,612	67.0%
Institutional	1,408,098	437,634	31.1%	408,511	32.3%
Federal	10,989,260	4,016,693	36.6%	4,883,117	36.8%
Other Sources (Bond/Transfer from Other Fund)	<u>5,095,000</u>	<u>1,500,000</u>	29.4%	<u>7,300,000</u>	63.7%
Total Revenue & Other Resources	<u>\$ 53,121,982</u>	<u>\$ 13,875,825</u>	24.9%	<u>\$ 20,735,962</u>	30.1%
EXPENDITURES BY FUNCTION:					
Instruction	\$ 18,351,657	\$ 6,665,566	36.3%	\$ 8,112,774	37.7%
Instructional Resources	2,791,462	782,195	28.0%	773,769	20.7%
Student Services	14,468,179	5,593,630	38.7%	6,411,098	38.0%
General Institutional	5,327,901	2,010,465	37.7%	2,235,987	38.9%
Physical Plant	13,579,920	3,239,100	23.9%	4,934,047	24.3%
Auxiliary Services	342,700	220,725	64.4%	217,897	61.8%
Other Uses (Transfer to Other Fund)	<u>95,000</u>	<u>-</u>	0.0%	<u>-</u>	0.0%
Total Expenditures & Other Uses	<u>\$ 54,956,819</u>	<u>\$ 18,511,681</u>	33.7%	<u>\$ 22,685,572</u>	33.1%
EXPENDITURES BY FUNDS:					
General	\$ 25,895,472	\$ 9,943,575	38.4%	\$ 10,644,086	38.9%
Special Revenue	2,876,787	890,249	30.9%	1,038,627	39.2%
Capital Projects	6,204,944	2,274,884	36.7%	4,901,803	29.2%
Debt Service	8,069,650	665,582	8.2%	646,577	8.6%
Enterprise	132,700	37,551	28.3%	18,364	11.8%
Internal Service	210,000	183,028	87.2%	199,533	101.0%
Trust & Agency	11,472,266	4,516,812	39.4%	5,236,582	38.1%
Other Uses (Transfer to Other Fund)	<u>95,000</u>	<u>-</u>	0.0%	<u>-</u>	0.0%
Total Expenditures	<u>\$ 54,956,819</u>	<u>\$ 18,511,681</u>	33.7%	<u>\$ 22,685,572</u>	33.1%
Fund Balances, Beginning	\$ 13,581,021	\$ 13,581,021		\$ 18,544,717	
Change in Fund Balance	<u>(1,834,837)</u>	<u>(4,635,856)</u>		<u>(1,949,610)</u>	
Fund Balances, Ending	<u>\$ 11,746,184</u>	<u>\$ 8,945,165</u>		<u>\$ 16,595,107</u>	

Debt Service Detail					
Principal Payments	6,900,000	-	0.0%	-	0.0%
Interest Payments	1,034,650	596,719	0.0%	544,401	0.0%
Other Debt Service Expenses	<u>135,000</u>	<u>68,863</u>	51.0%	<u>102,176</u>	43.1%
Total Debt Service Payments	<u>\$ 8,069,650</u>	<u>\$ 665,582</u>		<u>\$ 646,577</u>	

ENCLOSURE #3a

4. Information/Discussion

c. Award of Contract for Commercial Real Estate Brokerage Firm Services for the Sale of the Center for Transportation Studies Property (Action – Dr. Tracy Pierner)

Administration completed a Request for Proposal (RFP) process to identify a commercial real estate brokerage firm to assist with the sale of the Center for Transportation Studies (CTS) property. A national advertisement soliciting proposals appeared on our online vendor portal DemandStar; and a Class 1 legal notice was published in the Janesville Gazette. In addition, five (5) local firms were contacted and provided information. While there was initial interest expressed by the five (5) local firms, only one (1) submitted a proposal by the November 7, 2016, deadline:

- Coldwell Banker Commercial McGuire Mears & Associates, Janesville

Coldwell Banker's proposal includes a 3% commission if they are the sole broker of the sale and a 5% commission if they are working with another brokerage firm to sell the property.

The sale of the CTS property will be contingent upon approval of the Wisconsin Technical College System (WTCS) President and WTCS Board approval of remodel/construction project(s) to enable the College to relocate the Automotive Technician and Diesel and Heavy Equipment Technician programs which are located at CTS.

Initial discussion and action to award a contract was scheduled for the November 16, 2016, District Board meeting. The District Board tabled a decision to award the contract and requested Administration to provide additional information/documentation renovation and/or construction of a proposed building at Central Campus to locate the Diesel/Automotive Labs, to identify the location of a proposed building at Central Campus, and to provide reasons why additional commercial real estate brokers did not submit proposals.

Purchasing reached out to the vendors who had received the solicitation for the Request for Proposals but did not submit proposals. After multiple attempts to contact these firms, only one responded with reasoning for not submitting a proposal. In this case, the firm was from Madison and is more used to a direct negotiation versus a request for proposal model of procuring business. Additional factors cited included: they didn't feel their portfolio specific to Rock County would have shown their abilities; they were wary of the scoring model we utilized as they felt that commission percentage shouldn't have been weighted more than experience. These factors, combined with a busy market and time constraints, led them ultimately to not submit a proposal.

Administration also held a follow-up meeting with J.P. Cullen and Plunkett Raysich Architects to discuss additional aspects/costs for the proposed building project to house CTS programming at Central Campus. A favorable response has been received on the project's cost. Dr. Pierner is asking the District Board to consider moving forward with the award of a contract for real estate brokerage firm services for the sale of the Center for Transportation Studies property as originally presented at the November 16, 2016 District Board meeting. Dr. Pierner will provide additional details on the project and costs at the Board meeting.

ENCLOSURE #4

Regular Meeting

of the

Blackhawk Technical College District Board

November 16, 2016

Minutes

The regular meeting of the Blackhawk Technical College Board was held on Wednesday, November 16, 2016, at the BTC Administrative Center, 6004 S. County Road G, Janesville, in the Board Room. The following members were present: Eric Thornton, Chairperson; Barbara Tillman, Vice Chairperson; Laverne Hays, Secretary; Rick Richard, Treasurer; Traci Davis; Tom Heeg; Mark Mayer; Dr. Karen Schulte; and Malik Surani. Board members absent: None. Staff present: Dr. Tracy Pierner; Dr. Diane Nyhammer; Brian Gohlke; Renea Ranguette; Ed Robinson; Jackie Pins; Nancy Lightfield; Gary Trulson; Rob Balsamo, Gary Kohn; Dr. Gina McConoughey; and Terese Craig.

Chairperson Thornton called the meeting to order at 5:00 p.m.

Chairperson Thornton called for Public Comment. There was none.

Chairperson Thornton called for Special Reports.

Student Representative to the Board Joel Haeberlin provided a report on past and future student activities and events.

Chairperson Thornton called for Information/Discussion items.

Ms. Ranguette stated the October Summary of Revenues and Expenses Report, Enclosure #1, contained incorrect information within the 2015-16 Percent Incurred Column. A corrected report was distributed and reviewed.

Dr. Pierner presented the President's monthly report. State and local meetings attended were shared. The College attended the Rock Regional Business Expo Luncheon and exhibited at the Expo. A grand opening of the Health Sciences wing was held in October and a ribbon cutting event was held at the Monroe Campus for the Job Center office. Dr. Pierner was invited to be a banquet speaker at an IBEW event. He also provided a presentation at the Rock County Board of Supervisors meeting and welcomed/toured the Rock County Leadership Development Academy participants at the AMTC. Visits/tours of area businesses continued and included Monroe Truck, Colony Brands, Prent, Frito Lay, Orchid International, Industrial Combustion, Kuhn North America, Faith Engineering, Precision Drive & Control, and Minhas Brewery. Orchid International discussed BTC training space to launch welding training in Green County. The launch of a Medical Assistant Program in Fall 2017 at the Monroe Campus is being explored. Also in the investigation stage is a part-time Nursing Program in collaboration with Monroe Clinic & Hospital. A Needs Analysis is underway to determine the viability of an entry-level Machine Operator Program. The Welding Program will be launching on-demand delivery

in Fall 2017; delivery in this manner may allow the College to sustain a Welding Program at the Monroe Campus. A Next Generation Learning Team was launched; 22 faculty have signed up to modularize curriculum (on-demand education). In Milton, Math classes will be via flexible delivery starting in January 2017. Internal discussions were held on facilities planning for potential expansion of Rock University High School at Central Campus and to reduce the footprint in Beloit and Monroe. For Monroe, a consolidation of facility operations was discussed which would provide the opportunity to lease out the original section of the building. It was also noted the Monroe Campus facility as it currently exists is not the correct type of building for bringing in some of the types of programs (ag-related and manufacturing) being discussed. BTC has one new legislator following the November 8 election – Don Vruwink, 43rd Assembly District Representative. On December 9, the four (4) work teams (Shared Leadership, High School Enrollment, Guided Pathways, and Website RFP) will be reporting out on their work this past semester; Board members were invited to the Town Hall Meeting to hear the reports and comments. A reminder was provided that the FY 2016-17 capital borrowing will be an action item on the December Board agenda.

An update was provided on the relocation of the programming currently offered at the Center for Transportation Studies. Options which have been considered include: relocation of the Automotive Technician program to Central Campus; relocation of Diesel & Heavy Equipment Technician program to Milton; and relocation of the Diesel program to a new space at Central Campus. A remodel at the Milton facility is not a viable option; the State Office has indicated the College cannot add to the footprint of the facility and any renovations must be paid for by the owner with the lease adjusted accordingly. Relocation of both programs to Central Campus would be a long-term benefit to the College. The final decision has not yet been made.

Chairperson Thornton called for the Consent Agenda.

It was moved by Mr. Surani and seconded by Mr. Mayer to approve the consent agenda, which included the minutes of the Regular Meeting held on October 19, 2016; current bills from the month of October – Voucher #00238470 to and including #00239060 and direct deposit expense reimbursements in the total amount of \$1,187,555.27 (includes student related payments), a payroll total for the month of October of \$996,124.13, payroll tax wire transfers for the month of October of \$373,914.04, other wire transfers for the month of October of \$42,890.44, WRS wire transfers for the month of October of \$145,700.47, P-card disbursements for the month of October of \$184,692.40, a bond payment for the month of October of \$0, and a health insurance wire transfer for the month of October of \$299,157.60, for a grand total of \$3,230,034.35; seven (7) training contracts negotiated since the last meeting totaling \$26,617; confirmation of an exempt administrative employment contract issued to Terese Craig for the position of Director of Resource Development and Community Relations at a salary of \$80,000, effective September 26, 2016; and acceptance of two intents to retire—Basic Skills Instructor Lois M. Swanson, effective the end of the spring semester in May 2017; and Science Instructor Bruce Hund, effective May 26, 2017.

Motion carried.

Chairperson Thornton called for Action Items.

A Request for Proposals was issued for commercial real estate brokerage firm services to assist with the sale of the Center for Transportation Studies (CTS) property. One proposal was submitted by the November 7 deadline - Coldwell Banker Commercial McGuire Mears & Associates of Janesville. Coldwell Banker's proposal included a 3% commission if they are the sole broker of the sale and a 5% commission if they work with another brokerage firm to sell the property. Sale of the CTS property would be contingent upon approval of the WTCS President and WTCS Board approval of remodel/construction project(s) to accommodate relocation of the programming currently at CTS.

It was moved by Ms. Tillman and seconded by Dr. Schulte to award a contract for commercial real estate brokerage firm services for the sale of the Center for Transportation Studies property to Coldwell Banker Commercial McGuire Mears & Associates, Janesville.

Chairperson Thornton called for discussion. Concerns were expressed with relocation plans for CTS programming, whether the CTS sale price would cover the costs incurred to relocate programming (renovation and/or construction), and lack of additional real estate brokerage proposals to consider. Several Board members suggested the decision to award a contract be tabled.

Following completion of discussion, Ms. Tillman withdrew her motion.

It was moved by Mr. Hays and seconded by Mr. Mayer to table the decision on the award of a contract for commercial real estate brokerage services for the sale of the Center for Transportation Studies property.

Motion carried unanimously.

Administration was directed to provide better documentation on the costs for a replacement building to locate the Diesel program at Central Campus, to identify the location of the building on Central Campus, to provide the costs for renovation of the former HVAC/R lab for the Automotive Technician program, and to provide the reasons other commercial real estate brokers did not submit proposals.

A Request for Proposals was issued for strategic planning consultant services to assist with the new strategic planning process. Six firms submitted proposals with Giraffe, LLC of Barrington, Illinois, being the firm selected. The total estimated cost for plan development is \$52,000. Dr. Pierner noted the proposal also included an add-on component which would provide assistance with implementation; the College is not requesting approval of the additional option.

It was moved by Mr. Hays and seconded by Mr. Surani to award a contract for strategic planning consultant services to Giraffe LLC, Barrington, Illinois.

Chairperson Thornton called for discussion. Board members questioned the source of funding to cover the contract cost and the length of strategic plan. Administration responded that contingency funding will be utilized to pay for these services; no fund balance would be used. The Plan will be developed as a three-year rolling plan. As the plan reaches its final year, new

priorities will be added for years four and five; the plan will continually be updated at the end of cycles and not require completion of another comprehensive strategic planning process.

The question was called.

Motion carried.

Chairperson Thornton called for Committee Reports.

The minutes from the Finance Committee meeting held on October 19, 2016, were reviewed.

Chairperson Thornton called for New Business.

A Learning Operations Report was provided on Human and Protective Services programming.

Information was shared on cash/in-kind donations received by the BTC Foundation in Fiscal Year 2015-16 which were \$5,000 or greater. Future reports were requested to also include donation totals by business segment, i.e., manufacturing, healthcare, etc.

District Board members reviewed three (3) policies. No revisions were suggested for Policies A-100 – District Legal Status and A-210 – District Board Authority. Policy A-220 – District Board Powers and Duties had proposed revisions to bring it up-to-date with statutory language. Approval of the proposed revisions to Policy A-220 will be added to the December Board agenda.

Chairperson Thornton called for Other Business.

A report was provided on the District Board Association's Fall Meeting. Initial information was shared on the Association's Legislative Seminar/Winter Meeting being held in Madison on January 12-13, 2017.

Chairperson Thornton called for Future Agenda Items. A Personnel Committee meeting will be scheduled for December 21, 2016.

It was moved by Mr. Heeg and seconded by Mr. Surani to adjourn the meeting at 6:50 p.m.

Motion carried.

Laverne E. Hays
Secretary

Special Meeting

of the

Blackhawk Technical College District Board

December 6, 2016

Minutes

A special meeting of the Blackhawk Technical College Board was held on Tuesday, December 6, 2016, at the BTC Administrative Center, 6004 S. County Road G, Janesville, in the Board Room. The following members were present: Eric Thornton, Chairperson; Barbara Tillman, Vice Chairperson (via phone); Laverne Hays, Secretary; Rick Richard, Treasurer; Tom Heeg; Mark Mayer (via phone); Dr. Karen Schulte; and Malik Surani (via phone). Board members absent: Traci Davis. BTC staff present: Dr. Tracy Pierner, Renea Ranguette, and Jackie Pins.

Chairperson Thornton called the meeting to order at 4:01 p.m.

Dr. Pierner shared information on the investigation of the purchase of the Advanced Manufacturing Training Center (AMTC) building by the BTC Foundation. The current owners are receptive of extending BTC's Option to Purchase Agreement to the Foundation. Ownership of the building provides an excellent investment opportunity for the Foundation. With the Foundation purchasing the building, the building would be property tax exempt. The purchase must be executed by December 30 in order for the property tax exemption to be effective for the 2017 tax bill. The College's building lease would not change, and the option for BTC to purchase the building in the future would still exist. Lease payments made to the Foundation would allow a loan pay off on the building in approximately 6-7 years. The investment would virtually double the Foundation's endowment, with investment income being considered unrestricted funds. The increase in unrestricted funds would provide the opportunity for the Foundation to be more self-sustainable in the future.

Ms. Ranguette reviewed the Amendment and Supplement to WB-24 Option to Purchase which was prepared by legal counsel and would be entered into by BTC, the BTC Foundation, and the property owners. The document provides for the BTC Foundation to become a party to the Option to Purchase Agreement and have all the same rights and obligations under the Option Agreement as if the Foundation had executed the Option Agreement as "Buyer". Either the College or Foundation may exercise the right to purchase all or any part of the property; however, once the right to purchase a certain portion of the property has been exercised, the other party's right to exercise the option to purchase shall be terminated. Purchase of the building will include assignment of the lease to the Foundation.

Under the Partial Exercise Option, the Foundation would pay \$2 million to the seller, and would have 100% interest in the building. The College and the Foundation each have the option to purchase the land at a price of \$1 million regardless of when the right is exercised.

The Amendment brings the Foundation in as a party to the Environmental Indemnity Agreement and protects it from pre-existing conditions defined within the Agreement.

The AMTC lease payment for the College would remain unchanged. The lease payment would be used to pay for the ground lease to the land owner and the balance applied to the Foundation's mortgage. In conversations with the State Office, the Foundation would not be able to

gift the building to BTC in the future, but the College would be able to purchase the building from the Foundation at the original purchase price. When the mortgage is paid off, lease payments will be reduced to land lease costs only.

Two land lease options were reviewed. Option 1 provides a cost of \$84,000/year and locks in a purchase price of \$1 million, plus a 2% annual inflator. Option 2 provides a lower lease rate of \$66,000/year, but a purchase price would be negotiated at the time the right to the purchase the land is exercised. Legal counsel has recommended exercising Option 1 to lock in a land purchase price with the higher lease rate. The College has extended a counteroffer to the owner for the locked land price at the lower lease rate.

Foundation donations on-hand for the AMTC project total \$500,000; a total of \$1.5 million would be borrowed to complete the transaction. The BTC Foundation released a solicitation for financing proposals for the purchase of the AMTC building. The Foundation Board is scheduled to meet on December 9, 2016, to approve assignment of the rights of the Option to Purchase Agreement and to award a contract for financing the purchase.

District Board approval is requested to approve the assignment of rights under the AMTC Option to Purchase Agreement to the Blackhawk Technical College Foundation. Administration also recommended the District Board specify the land lease option to exercise.

District Board discussion followed. Points of clarification included: If someone other than the College or the BTC Foundation purchased the land in the future, that party would be bound to the current lease agreement. The College has a triple net lease which means we pay for the lease, property taxes, and utilities.

It was moved by Dr. Schulte and seconded by Mr. Hays to approve the assignment of rights under the Advanced Manufacturing Training Center Option to Purchase Agreement to the Blackhawk Technical College Foundation.

Motion carried unanimously.

The District Board further recommended to the BTC Foundation the preference of a lease payment of \$66,000/annually with a lock in \$1 million land price, plus the 2% annual inflator. Option 2 would be for a lease payment of \$84,000/annually with a locked in \$1 million land price, plus a 2% annual inflator. Administration will share the preferences with the Foundation Board.

It was moved by Mr. Richard and seconded by Dr. Schulte to adjourn the meeting at 4:49 p.m.

Motion carried.

Laverne E. Hays
Secretary

ENCLOSURE #6

5. Consent Agenda

c. Approval of Current Bills (Action – Renea Ranguette)

The November bills include Voucher #00239061 to and including #00239352 and direct deposit expense reimbursements in the total amount of \$890,739.44 (includes student related payments), a payroll total for the month of November of \$815,456.30, payroll tax wire transfers for the month of November of \$372,474.06, other wire transfers for the month of November of \$60,046.76, WRS wire transfers for the month of November of \$144,216.40, P-card disbursements for the month of November of \$175,940.75, a bond payment for the month of November of \$0, and a health insurance wire transfer for the month of November of \$305,441.40, for a grand total of \$2,764,315.11.

Blackhawk Technical College

BILL LIST SUMMARY

Period Ending November, 2016

Starting Check Number 00239061
 Ending Check Number 00239352 Plus Direct Deposits

PAYROLL TAXES			
Federal		316,590.35	
State		<u>55,883.71</u>	
			372,474.06
PAYROLL BENEFIT DEDUCTIONS & FRINGE PAYMENTS			
Retirement		-	
Health and Dental Insurance		25,255.62	
Miscellaneous		<u>18,140.14</u>	
			43,395.76
STUDENT RELATED PAYMENTS			159,985.79
CURRENT NON CAPITAL EXPENSES			654,206.70
CAPITAL			33,151.19
DEBT			<u>-</u>
TOTAL BILL LISTING AND PAYROLL TAXES			1,263,213.50
PAYROLL-NET			<u>815,456.30</u>
SUB TOTAL BILL LISTING AND PAYROLL			2,078,669.80
PLUS OTHER WIRE TRANSFERS			60,046.76
PLUS WRS WIRE TRANSFERS			144,216.40
P-CARD DISBURSEMENTS			175,940.75
PLUS BOND PAYMENT			-
HEALTH INSURANCE WIRES			<u>305,441.40</u>
GRAND TOTAL FOR THE MONTH			<u><u>2,764,315.11</u></u>

Memo

Bill List Total 890,739.44
 Wire Transfer - Payroll Taxes 372,474.06

5. Consent Agenda

d. Approval of Contract Training (Action - Dr. Diane Nyhammer)

The following training contracts have been negotiated since the last meeting:

Contract #	Business/Industry	FULL CONTRACT DETAIL INFORMATION				Actual Contract Cost
		# Served	Est. FTEs	BTC Cost Formula	LAB Cost Formula	
2017-1067	Chemtool, Inc. <i>Presentation Skills</i>	20	0.07	\$1,563	\$858	\$1,563
2017-1061	Beloit Health System <i>Real Colors</i>	20	0.07	\$875	\$515	\$875
6810-002	F. J. Turner Senior High School <i>HSED Prep for High School At-Risk Student(s)</i>	3	3.00	\$4,776	\$0	\$4,776
2017-1063	Rock County Human Resources <i>Real Colors</i>	11	0.04	\$695	552	\$695
6810-001	School District of Beloit <i>HSED Prep for High School At-Risk Student(s)</i>	1	1.00	\$6,617	\$0	\$6,617
6810-003	School District of Milton <i>HSED Prep for High School At-Risk Student(s)</i>	1	1.00	\$469	\$0	\$469
6810-004	School District of New Glarus <i>HSED Prep for High School At-Risk Student(s)</i>	1	1.00	\$1,372	0	\$1,372
2017-1066	Southwest WI Workforce Development Board <i>Trauma Informed Care - Technical Assistance</i>	25	0.00	\$1,250	\$1,240	\$1,250
2017-1064	V&V Supremo Foods, Inc. <i>Teambuilding and Leadership</i>	8	0.03	\$1,014	\$686	\$1,014
<i>Report Subtotal</i>		90	6.21	\$18,631	\$3,851	\$18,631

* BTC charges do not meet LAB formula.

5. Consent Agenda

Contract #	Business/Industry	MULTIPLE RECEIPT, GRANT OR OTHER COMPLEX CONTRACT BREAKDOWN INFORMATION				FULL CONTRACT DETAIL INFORMATION						
		# Served	Est. FTEs	BTC Cost Formula	LAB Cost Formula	Actual Contract Cost	# Served	Est. FTEs	BTC Cost Formula	LAB Cost Formula	Actual Contract Cost	
2017-1062	SSI Technologies <i>Principles of Lean Manufacturing</i> --WAT Grant Funding						15	0.02	\$993	\$686	\$389	
											\$865	
2017-1060	United Alloy <i>GD&T/Blueprint Reading</i> --WAT Grant Funding						15	0.15	\$4,477	\$2,898	\$1,389	
											\$3,088	
							<i>Report Subtotal</i>	30	0.17	\$5,470	\$3,584	\$5,731
							REPORT TOTALS	<u>120</u>	<u>6.38</u>	<u>\$24,101</u>	<u>\$7,435</u>	<u>\$24,362</u>

* BTC charges do not meet LAB formula.

CONTRACT TRAINING APPROVED BY BTC BOARD

	Month	FY 2012-13		FY 2013-14		FY 2014-15		FY 2015-16		FY 2015-16	
		Month's \$	YTD \$	Month's \$	YTD \$	Month's \$	YTD \$	Month's \$	YTD \$	Month's \$	YTD \$
1st Qtr.	July	\$3,535	\$3,535	\$52,148	\$52,148	\$36,837	\$36,837	\$64,607	\$64,607	\$17,083	\$17,083
	August	\$5,555	\$9,090	\$40,224	\$92,372	\$88,157	\$124,994	\$31,803	\$96,410	\$1,912,317	\$1,929,400
	September	\$2,797	\$11,887	\$43,942	\$136,314	\$4,242	\$129,236	\$22,000	\$118,410	\$373,076	\$2,302,476
2nd Qtr.	October	\$49,820	\$61,707	\$25,200	\$161,514	\$26,983	\$156,219	\$52,506	\$170,916	\$210,046	\$2,512,522
	November	\$21,902	\$83,609	\$34,725	\$196,239	\$56,992	\$213,211	\$622,564	\$793,480	\$26,617	\$2,539,139
	December	\$11,439	\$95,048	\$307,342	\$503,581	\$408,509	\$621,720	\$275,514	\$1,068,994	\$24,362	\$2,563,501
3rd Qtr.	January	\$342,694	\$437,742	\$0	\$503,581	\$76,855	\$698,575	\$52,828	\$1,121,822		\$2,563,501
	February	\$306,330	\$744,072	\$455,099	\$958,680	\$124,335	\$822,910	\$14,624	\$1,136,446		\$2,563,501
	March	\$150,257	\$894,329	\$46,981	\$1,005,661	\$56,331	\$879,241	\$64,158	\$1,200,604		\$2,563,501
4th Qtr.	April	\$76,884	\$971,213	\$72,840	\$1,078,501	\$35,193	\$914,434	\$16,268	\$1,216,872		\$2,563,501
	May	\$45,068	\$1,016,281	\$50,185	\$1,128,686	\$52,003	\$966,437	\$85,469	\$1,302,341		\$2,563,501
	June	\$5,252	\$1,021,533	\$47,797	\$1,176,483	\$3,851	\$970,288	\$6,124	\$1,308,465		\$2,563,501
YTD TOTAL \$			<u>\$1,021,533</u>		<u>\$1,176,483</u>		<u>\$970,288</u>		<u>\$1,308,465</u>		<u>\$2,563,501</u>

Historical Reference

1. FY 2012-13 - WAT Grant total: \$86,233; Transcribed Credit contracts with high schools total: \$719,956
2. FY 2013-14 - WAT Grant total: \$229,793; Transcribed Credit contracts with high schools total: \$707,169
3. FY 2014-15 - WAT Grant total: \$179,200; Transcribed Credit contracts with high schools total: \$597,665
4. FY 2015-16 - WAT Grant total: \$117,606; Transcribed Credit contracts with high schools total: \$900,167; HSED contracts with high schools total: \$47,438
5. FY 2016-17 - WAT Grant total: \$19,967; Transcribed Credit contracts with high schools total: \$2,408,840; HSED contracts with high schools total: \$

ENCLOSURE #8

5. Consent Agenda

e. Acceptance of Intents to Retire (Sharon Ackermann) (Action – Brian Gohlke)

Sharon Ackermann, Administrative Assistant at the Monroe Campus, has submitted her intent to retire on, May 16, 2017, after 19 years of service to the College.

Acceptance of the intent to retire is recommended.

ENCLOSURE #9

5. Consent Agenda

- f. Acceptance of Resignations (G. Scott Davis, Theresa Laws-Dahl, and Terry Prindle) (Action – Brian Gohlke)

G. Scott Davis, Director of Institutional Effectiveness, has submitted his resignation, effective December 19, 2016.

Theresa Laws-Dahl, Accounting Instructor, has submitted her resignation, effective December 21, 2016. Ms. Laws-Dahl will continue to teach part-time during the Spring 2017 semester to ensure all of the Accounting classes are covered.

Terry Prindle, Virtualization and Systems Engineer, has submitted his resignation, effective January 6, 2017.

It is our recommendation you accept the resignations with regret and with best wishes for future endeavors.

ENCLOSURE #10

6. Action Items

- a. Approval of Revisions to Board Policy A-220 – District Board Powers and Duties
(Action – Chairperson Thornton)

The District Board began a policy review process at the November Board meeting. Revisions were suggested for Policy A-220 – District Board Power and Duties to reflect statutory language changes.

District Board approval of the revisions to Policy A-220 is requested.

POWERS

1. The District Board may sue and be sued in the name of the District and may prosecute or defend all suits brought by or against the District.

The individual members of the Board and Administrative Staff of Blackhawk Technical College District shall be held harmless for any liability which they may incur in the normal course of their duties.

2. For the use of District schools, the District Board may:
 - a. Purchase or lease materials, supplies and equipment.
 - b. Purchase or lease suitable land and buildings and rent to others any portion of such land and buildings not needed for school purposes.
 - c. Construct, enlarge and improve buildings. Existing school buildings shall be used as far as practicable.
 - d. All conveyances, leases and contracts shall be in the name of the District.
3. The District Board may enter into contracts to provide educational services to public and private educational institutions, local governmental bodies, federal and state agencies, industries and businesses. It may contract with a foreign government or any business which is not operating in this state, if the District Board can demonstrate that the District will receive a direct and measurable benefit from the contract and that the contract will not result in a reduction in the quality of education at the College. Such contracts are subject to statutory conditions.
4. The District Board may accept gifts, grants and bequests to be used in the execution of its function.
5. The District Board may establish advisory committees representing every occupation in the District.
6. The District Board may provide transportation for students within the District, but no state aid may be paid for this service.

7. The District Board may sell at market value articles manufactured within the College. The proceeds from such sales shall be paid to the district treasurer.
8. The District Board may levy an annual tax on the full value of the taxable property of the District not exceeding the mill rate established under Wisconsin Statutes 38.16 (1) for the purposes of making capital improvements, acquiring equipment, and operating and maintaining the schools of the District, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s. 67.035.
9. The District Board may borrow money and levy taxes to be used for the purchase or construction of buildings, enlargements and improvements to buildings, and for acquisition of sites and equipment. The District Board may issue its bonds or promissory notes under ch. 67 to pay the cost thereof.
10. The District Board may establish student activity and incidental fees to fund, in whole or in part, the cost of services and activities offered as support services for regular instruction. With the approval of the WTCS President/State Director, the District Board may establish fees for vocational-adult seminars and workshops, not to exceed the full cost of the seminar or workshop less the fee charged under Wisconsin Stats. 38.24 (1m).
11. The District Board may apply for and spend grant funds from the State Board for displaced homemakers' programs. Such funds may be spent for contracts with local community organizations.
12. The District Board may participate in an initiative to provide coordinated services under s. 59.53(7) integrated service program for children with severe disabilities and may enter into written interagency agreements or contracts under the program initiative, if the county board of supervisors establishes such an initiative program.
13. The District Board may establish parking regulations and fees for parking of motor vehicles on property under its jurisdiction.
14. The District Board may assign to each student enrolled in the District a unique identification number which is not identical to or incorporates the student's social security number. This does not prohibit the Board from requiring the student to disclose his or her social security number.
15. The District Board may require an officer or employee of the District Board to give security for the faithful performance of his or her duties in such form and

amount as the District Board determines and may require at any time additional bonds and sureties of any officer or employee.

DUTIES

1. Except as otherwise provided by statute, the District Board shall have exclusive control of the District schools established by it and of property acquired for the use of such schools.
2. The District Board shall deposit all money received by it with the District Board Treasurer who shall be accountable for such funds. All expenditures exceeding \$2,500 shall be approved by the District Board.
3. The District Board shall employ and fix compensation of the President/District Director, Administrative, Professional, Paraprofessional and Custodial personnel and other employees as are necessary.
4. The District Board shall publish the proceedings of the District Board meetings within forty-five days after the meeting in the officially designated newspaper of the District.
5. The District Board shall annually authorize an audit of the District, and shall submit the audit report to the Board no later than six months following the end of each fiscal year.
6. The District Board shall prepare its annual budget in compliance with rules promulgated by the State Board under Wis. Stats. 38.04 (11) (a). It shall submit its copy to the State Board by July 1 of each year and shall report any subsequent budget modification to the State Board within 30 days of approval by the District Board.
7. The District Board shall work with regional planning commissions and local authorities to develop a transportation plan for the District schools.
8. The District Board shall establish specific written policies on District matters including all those enumerated under Wis. Stats. 38.04 (14).
9. The District Board shall actively coordinate, with the Department of Public Instruction and public school boards, the responsibility for providing vocational training to pupils attending high school and providing education to persons who have dropped out of high school. Annually by July 1, the District Board shall report to the school boards of every district within the boundaries of the district on

the steps the District Board has taken in the previous year to satisfy this responsibility.

10. The District Board shall actively coordinate with institutions within the University of Wisconsin System, the sharing of programs and facilities, including the collegiate transfer program, adult education and evening courses and part-time student and associate degree programs in order to reduce the duplication of such programs and facilities.
11. The District Board shall make available to members of volunteer and paid fire departments maintained by cities, villages and towns located in the District a fire fighter training program. The District Board may not charge a fee for this training.
12. The District Board shall incorporate information on sexual assault and sexual harassment in its orientation program for newly entering students.
13. The District Board shall adopt rules providing nonacademic misconduct disciplinary sanctions for any student who engages in an activity, on district premises or at a district-sponsored event, that constitutes a violation of the Uniform Controlled Substances Act.
14. The District Board shall ensure that a student who is a service member, as identified in s. 36.11 (47M) (a), is given priority in registering for courses at the College.
154. If a student must withdraw from school because of being called into active service with the Wisconsin National Guard or a reserve unit of the U. S. Armed Forces, for a period of at least 30 days, the District Board shall, reenroll the student beginning in the semester in which he or she is discharged, demobilized, or deactivated from active duty or the next succeeding semester, whichever the student prefers, shall give the student the same priority in registering for courses that the student would have had if she or she had registered for courses at the beginning of the registration period, and, at the student's request, do one of the following for all courses from which the student had to withdraw: reimburse the student all tuition and fees paid for all courses or grant the student an incomplete in all the courses and permit the student to complete the courses within six (6) months after leaving state service or active service without paying additional tuition and fees.

Reference: Wisconsin Statutes 38.12 (1) – (13); and, 38.14 (1) – (14)
Wisconsin Statutes 961

Policy Adopted: February 20, 1974

Revised: December 16, 1987; February 16, 2000; March 17, 2004;
April 19, 2006; July 14, 2008

Reviewed: December 15, 2010

ENCLOSURE #11

6. Action Items

b. Approval of Concept Review for Associate of Applied Science Human Services Program (Action – Dr. Diane Nyhammer)

Blackhawk Technical College (BTC) is exploring the possibility of creating a new Associate of Applied Science Degree program in Human Services to meet the needs of District service providers and students. This degree will help prepare students interested in entry-level positions in the growing Human Services field.

The Human Services Associate of Applied Science Degree program would provide foundational education and training to entry-level personnel to provide information, resources, support and advocacy for those most in need in our communities. Through classroom instruction and field experience-based learning, students will build skills needed to work with diverse groups of our community population facing a variety of challenges such as poverty, discrimination, addictions, child abuse, mental health issues, and disabilities.

BTC staff conducted a needs assessment for the new program, including a survey of area employers. Thirty surveys were sent to private non-profit and governmental agencies that provide human services in our district. Sixteen completed surveys were returned. Seventy percent of respondents indicated they had difficulty recruiting qualified applicants for entry-level human services positions. Respondents reported hiring 106 entry-level personnel in the past two years, and they expect the demand for new staff to increase in the future. The mean starting hourly salary is \$13.55/hour.

The program will prepare students for a wide range of jobs in our district including: case manager, community support worker, substance abuse counselor in training, income maintenance worker, information and referral specialist, intake specialist, outreach worker, prevention advisor, resident manager, and volunteer coordinator.

Approval of the Concept Review is the first step in the Wisconsin Technical College System program development process. It is the recommendation of the College Administration that the Blackhawk Technical College District Board approve the Concept Review for the Associate of Applied Science Human Services program.

ENCLOSURE #12

6. Action Items

c. Approval of Concept Review for Associate of Applied Science Supply Chain Management Program (Action – Dr. Diane Nyhammer)

Blackhawk Technical College (BTC) is exploring the possibility of offering the Supply Chain Management Associate of Applied Science program. BTC's district has experienced growth in industries that support a regional hub of major distributors. These employers create a need for a workforce with knowledge of procurement, planning, and logistics. This degree provides students with the opportunity to learn about the entire supply chain operation and prepare for careers in a variety of operations, procurement, planning, and logistics roles. Participants will learn about the flow of goods from the point of origin to the point of consumption. They will learn business fundamentals as the specific supply chain operations of transportation, inventory control, operations management, purchasing, global business and logistics management. Their training will prepare them to increase an organization's profitability by optimizing company inventory investment through process and product improvements.

In Fall 2016, BTC staff completed a needs assessment for the program, including a survey of area employers. Out of 50 inquiries, 29 responded to the survey (a 58% response rate). Ninety-one (91) percent of respondents said that they would hire a graduate of BTC's Supply Chain Management Associate of Applied Science Degree program. Seventy (70) percent of respondents indicated they have difficulty finding employees who have supply chain management experience, and 73 percent said they would recommend the program to their employees to develop skills and enable career development and advancement. The employers surveyed identified key positions that present the highest area of need. These included buyers, planners, material handlers, production schedulers, and operations leads. These positions provided an average starting salary between \$30,000-\$40,000/year.

With 72 percent of area respondents indicating that they would be increasing the number of supply chain positions in the future due to positive company growth and the need to focus on improving supply chain and operational processes, many responded with interest for an increase in the availability of supply chain graduates in our service region. Fifty-seven (57) full-time positions and 88 part-time positions are expected to be added over the next four years. Furthermore, 183 replacement full- and part-time positions are expected. Finally, it has been noted that Rock and Green Counties foresee a continuing need for supply chain professionals due to additional business growth and its status as a growing regional

hub for distribution centers. Thus, the survey responses indicate there is an increasing market for BTC's potential graduates.

To provide career and educational pathways for those seeking a bachelor's degree, BTC is aligning its supply chain management curriculum with UW-Whitewater's program. In addition, career pathway certificates (both short-term and one-year technical degrees) are being developed to support the need of local employers.

Approval of the Concept Review is the first step in the Wisconsin Technical College System program development process. It is the recommendation of the College Administration that the Blackhawk Technical College District Board approve the Concept Review for the Associate of Applied Science Supply Chain Management program.

ENCLOSURE #13

6. Action Items

d. Approval of Concept Review for Associate of Applied Science Foundations of Teacher Education Program (Action – Dr. Diane Nyhammer)

Blackhawk Technical College (BTC) is exploring the possibility of offering a 67 credit Associate of Applied Science degree for Foundations of Teacher Education program. The program will prepare individuals as Para-educators (teaching assistants) in public as well as private schools in the state. Graduates will also have opportunities to work with students who have specific educational needs and /or students who have been taken out of regular schools due to illness, disciplinary or legal issues.

The courses for the 67 credit program are approved by the Wisconsin Technical College System as a state aligned curriculum and are being offered at other colleges with automatic 2+2 transfer agreements through the University of Wisconsin system as well as other private universities.

An inquiry was initially brought to BTC by the School District of Beloit as they were interested in creating a pathway program for existing high school students interested in teaching. The School District of Beloit has initiated a “Grow your Own” teaching program to support students financially through college in order to address a current and prospective teacher shortage. The Janesville School District has a similar scholarship program. A survey was conducted with all eleven school districts in Rock and Green Counties in our district with eight school districts responding. All school districts responded favorably to the prospect of a Foundations of Teacher Education program in our district. When asked specifically about job opportunities and any areas of specific need, all school districts stated that Para-educators trained and willing to work with students with specific physical and mental health needs are always in high demand. Several of the larger school districts also identified a need for Para-educators with knowledge of ELL (English Language Learning) and literacy- based supports to work with a diverse population. Para-educators in BTC’s region make between \$19,000 and \$28,000, depending on experience and training.

The goal is to offer the AAS degree starting in the fall 2017 semester. The program is planned to be offered online, with hybrid and face-to-face options possible.

Approval of the Concept Review is the first step in the Wisconsin Technical College System program development process. It is the recommendation of the College Administration that the Blackhawk Technical College District Board approve the 67 credit Associates of Applied Science Foundations of Teacher Education program.

ENCLOSURE #14

6. Action Items

- e. Approval of Concept Review for Less-Than-One-Year Technical Diploma Commercial Truck Driving Program (Action – Dr. Diane Nyhammer)

Blackhawk Technical College is exploring the possibility of offering a twelve-credit technical diploma Commercial Truck Driving program. The program will prepare individuals for work as truck drivers in a wide variety of settings from agriculture to local delivery, construction, and bus driving to over-the-road.

The courses for the twelve-credit program are approved by the Wisconsin Technical College System and are being offered at other colleges in the state. Job opportunities for people with this degree are available in any organization that moves goods or services in our district.

A survey was sent to twenty companies in our district with six companies responding. All six respondents responded favorably to the need for a truck driving program in our district. Three of the companies responded with a collective need of greater than thirty commercial driver's license (CDL) truck drivers in the next one to two years. The other three said they would not hire graduates directly from the program since they require a couple of years of experience and then additional training as part the hiring process. All six companies said they would hire a collective minimum of sixty drivers in the next three to five years. The starting hourly salary for employees entering this field is approximately \$11.00 to \$26.00 per hour.

Recruitment will be directed towards anyone who meets the CDL criteria, such as having submitted a valid driver's license and federal medical certificate. The goal is to offer the technical diploma starting the fall 2017 semester. The program could be offered almost entirely at the Center for Transportations Studies campus where the Diesel and Heavy Equipment Technician program is located.

Approval of the Concept Review is the first step in the Wisconsin Technical College System program development process. It is the recommendation of the College Administration that the Blackhawk Technical College District Board approve the twelve-credit technical diploma Commercial Truck Driving program.

ENCLOSURE #15

6. Action Items

f. Approval of Joint Educational Amended Agreement between Rock Valley College and Blackhawk Technical College (Action – Dr. Diane Nyhammer)

Joint educational (or reciprocal) agreements are developed between colleges to provide students access to educational programs not offered in their home district. Reciprocal agreements provide students an opportunity to enroll in approved programs at the other college without having to pay out-of-district fees. Such agreements are supported by the State of Wisconsin Revised Statutes. Chapter 39, Section 39.42 (related to Higher Educational Agencies and Education Compacts—Interstate Agreements) states that the District Board “may enter into agreements or understandings which include remission of nonresident tuition for designated categories of students at state institutions of higher education with appropriate state agencies and institutions of higher education in other states to facilitate use of public higher education institutions of this state and other states. Such agreements and understandings shall have as their purpose the mutual improvement of educational advantages for residents of this state and such other states or institutions of other states with which agreements are made.”

The Joint Educational Agreement with Rock Valley College (RVC) has been in place since January, 1990. Since the 2005-2006 academic year through the current fall 2016 semester, 522 RVC district residents have come to Blackhawk Technical College (BTC). During the same timeframe, 59 total residents of BTC’s district have attended RVC.

According to the Agreement, amendments and/or revisions may be made every two years or on an as-needed basis. Because of changes in program offerings at both institutions, the Addendum to the Agreement eliminates and adds eligible programs. The Agreement has also been amended to include language regarding the expectation that students complete courses offered at their “home” institution prior to starting at the “credential-granting institution.” Thus, BTC students will complete pre-college, general education, pre-requisites, and any program core courses offered by BTC before transitioning to RVC to complete the remaining requirements of the degree.

It is the recommendation of the College Administration that the Blackhawk Technical College District Board approve the Joint Educational Amended Agreement between Rock Valley College and Blackhawk Technical College.

A JOINT EDUCATIONAL AMENDED AGREEMENT
BETWEEN
ROCK VALLEY COLLEGE AND BLACKHAWK TECHNICAL COLLEGE

This agreement is entered into this 1st day of January, 2017, by and between the Board of Trustees of Rock Valley College, hereinafter referred to as "Rock Valley," and the Blackhawk Technical College District Board, hereinafter referred to as "Blackhawk," for the expressed purpose of providing education programs to the students of each district involved in this agreement.

WITNESSETH:

Whereas, it is the desire of the Parties hereto to expand educational services to the greatest number of students in each district served by the Parties, and

Whereas, Rock Valley is empowered by virtues of Section 3-40 of the Public Community College Act (Ill. Rev. State, Ch. 122, Sec. 103-40) "To enter into contracts with any person, organization, association, or governmental agency for providing or securing educational services;" and

Whereas, Blackhawk is empowered by virtue of Section 512-39.41 of the State of Wisconsin Revised Statutes which has been amended to read:

"39.42 Interstate Agreements. The Board, with the approval of the Joint Committee on Finance or the governing boards of any publicly supported institution of post-high school education, with the approval of the Board and the Joint Committee on Finance, may enter into agreements or understandings which include remission of nonresident tuition for designated categories of students at state institutions of higher education with appropriate state agencies and institutions of higher education in other states to facilitate use of public higher education institutions of this state and other states. Such agreements and understandings shall have as their purpose the mutual improvement of educational advantages for residents of this state and such other states or institutions of other states with which agreements are made." And

Whereas, the Parties hereto believe this Agreement should be a means of implementing a viable method of cooperation between the Parties, hereto, and

Whereas, by means of this Agreement, the Parties hereto desire to share programs of each institution and thereby maximize the utilization of the finances, facilities, equipment, and

personnel of each institution, and by so doing, provide educational services that might otherwise be impracticable for either of the Parties individually, and

Whereas, the Parties hereto believe that implementation of the Agreement holds great promise for further development of higher education in Illinois and Wisconsin:

Now, therefore, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

INSTITUTIONAL IDENTIFICATION

For the purposes of the Agreement, the district sending the students to another district will be referred to as the “sending district,” and the institution receiving students from another district will be referred to as the “credential-granting institution.”

OVERVIEW

This joint educational agreement between Blackhawk Technical College and Rock Valley College is for an approved resident of one of these districts to enroll in a specified occupational program at the other and be required to pay only the in-district tuition rate established by the college attended.

Prior to starting at the “credential-granting institution,” students will complete pre-college, general education, pre-requisites, and program core courses offered by the “sending district.” Students will then transition to the “credential-granting institution” to complete the remaining requirements of the degree (selected from one of the listed programs on the Addendum Agreement page contained within this document). Once completed, the degree would be issued by the “credential-granting institution.” Any program classes taken before transitioning to the “credential-granting institution” would need prior approval from the “sending district”.

Students will be admitted into one of these programs at the “credential-granting institution” and enroll as regular students according to the college’s standard admission policies and procedures.

TERMS OF AGREEMENT

Any educational program offered by the Parties to this Agreement shall be a program approved by the Illinois Community College Board and/or the State of Wisconsin Technical College System Board.

AMENDMENTS TO AGREEMENT

Amendments and/or revisions to the Agreement may be made every two years by mutual consent of all Parties in writing. Such amendments and/or revisions shall be prepared in the form of an Addendum Agreement. The procedure for approval of such addenda and/or revisions shall follow the same procedure employed in securing approval by both Parties in the original cooperative Agreement.

CLASS SCHEDULES

Institutional class schedules shall be exchanged and kept available by the colleges for student planning.

APPLICATION

Applications of first-time students from the “sending district” shall be accepted by the “credential-granting institution” in accordance with the “credential-granting institution’s” application procedures. Priority for admission to “credential-granting institution” shall be given to residents of the state of the “credential-granting institution.” No residents of the state of the “credential-granting institution” may be displaced from the “credential-granting institution” due to the Agreement. Continuing students shall be treated as in-district students for the priority purposes in subsequent registrations. The only exceptions to this procedure will be in limited-access programs previously cited in the Addendum and for programs with reserved seats. In the case of programs with reserved seats, students from the “sending district” are only in competition with other students from their “sending district” for those seats. If the number of students applying is less than or equal to the number of reserved seats, and if they meet the minimum application requirements, the students from the “sending district” will be given those seats.

REGISTRATION

Students shall register at the “credential-granting institution” and shall be treated as members of that district for the terms of their enrollments. Students will pay tuition and fees applicable to the course(s) offered by the “credential-granting institution.”

STUDENT-RECOGNITION OF COMPLETION

The “credential-granting institution” shall maintain all admission records, transcripts and issue any certificates to the students completing the educational course(s) and/or programs.

SCHOLARSHIPS AND STUDENT ACTIVITIES

The “credential-granting institution” shall be considered the home district for any activity where the student officially represents an institution.

Veterans Administration reporting requirements shall be mutually agreed upon and shall meet state and federal guidelines.

RECORDS

The “credential-granting institution” shall maintain appropriate records for students from the “sending district” in accordance with standard procedures while that student is in attendance in the “credential-granting institution” and will provide copies of said records to the “sending district” at the written request of the student.

CERTIFICATION OF STUDENTS

Certification procedures shall be mutually agreed upon and shall meet institutional and state agency requirements, applicable to the “credential-granting institution.”

IDENTIFICATION OF CONDITIONS OF AGREEMENT TO STUDENTS

It shall be the responsibility of the “sending district” to identify the terms of this Agreement to their students going to a “credential-granting institution.” Said students shall be subject to all normal operating rules and conditions of the campus he/she is on at any given time.

The “sending institution” shall inform each student that courses taken outside the approved program will negate the entire agreement, resulting in out-of-state fees being assessed to the student.

REIMBURSEMENT

The “credential-granting institution” shall be eligible to file all claims for state and federal reimbursement for any student enrolled in classes from a “sending district.”

INSURANCE

A student at the “credential-granting institution” shall be covered by the terms of their liability insurance while on the premises of the “credential-granting institution.”

EDUCATIONAL CHARGES FOR SERVICES RENDERED

No chargeback will be made by the “credential-granting institution” to the “sending district” for students attending under the provisions of the Agreement. For the purposes of construction space support, FTE enrollment in the classes taken at the “credential-granting institution” shall be reported by the “credential-granting institution.”

EFFECTIVE DATE

This Agreement shall be in effect upon approval of the Board of Trustees of Rock Valley College, District No. 511 and Blackhawk Technical College, District Board.

DURATION AND TERMINATION OF AGREEMENT

The administration of each of the Parties hereto shall confer and agree upon an educational program to be subject to the terms of this Agreement prior to the beginning of such an instructional offering, and such initial Agreement shall be in force until either Party issues a letter of intent to cancel the Agreement. This Agreement may be terminated at the request of either Party provided such notice is given in writing eleven (11) months prior to the affected semester. In the event of termination, students who have entered a program will be allowed a maximum of five years from the date of termination to complete the program under the terms of this Agreement.

Addendum Agreement

Rock Valley College Programs

- Aviation Maintenance Technology
- Dental Hygiene (2 seats for qualified students)
- Electronic Engineering Technology
- Fitness, Wellness & Sport
- Graphic Arts Technology
- Manufacturing Engineering Technology
- Media Production Specialist
- Respiratory Care
- Surgical Technician
- Sustainable Energy Systems

Blackhawk Technical College Programs

- Agribusiness Specialist-NEW; 1 Year Technical Diploma; Monroe Campus
- Agribusiness Science and Technology-NEW; 2 Year Associate Degree; Monroe Campus
- Culinary Arts; Associate Degree; Central Campus
- Diagnostic Medical Sonography & Vascular; Associate Degree; Central Campus
- Diesel/Heavy Equipment Technician; 2 Year Technical Diploma, CTS Campus
- Electric Power Distribution; 1 Year Technical Diploma; Central Campus
- Electro-Mechanical Technology; Associate Degree; Milton Campus
- Human Resource Management; Associate Degree; Central Campus
- HVAC/R; 2 Year Technical Diploma; Milton Campus
- Laboratory Technician Assistant; 1 Year Technical Diploma; Monroe Campus
- Physical Therapy Assistant (2 seats for qualified students); Associate Degree; Central Campus
- Radiography (2 seats for qualified students); Associate Degree; Central Campus

In Witness Whereof, the Parties hereto have executed this Agreement in two (2) counterparts, each of which shall be deemed an original, as of the date and year first above written.

BOARD OF TRUSTEES OF ROCK VALLEY
COLLEGE, DISTRICT NO.511

BLACKHAWK TECHNICAL COLLEGE, DISTRICT
BOARD

Chairman of the Board

Chairman of the Board

President

President

Attest: Secretary of the Board

Attest: Secretary of the Board

Date

Date

WISCONSIN TECHNICAL COLLEGE SYSTEM

President

Attest: Secretary of the Board

Date

EFFECTIVE DATE: January 2017

ENCLOSURE #16

6. Action Items

g. Approval of Amendment to Advanced Manufacturing Training Center Lease
(Action – Renea Ranguette)

On May 22, 2013, the District and McGuire-Lasse, LLP entered into a ten-year Lease (with optional renewal periods) on the property located at 15 and 40 Plumb Street and known as BTC Advanced Manufacturing Training Center.

On December 6, 2016, the District Board approved an amendment to the Option to Purchase Agreement which allowed the BTC Foundation to become a party to that Agreement. On December 9, 2016, the BTC Foundation Board of Directors approved that amendment and authorized execution of the option to purchase the building. The purchase is expected to be completed this month. In anticipation of that purchase, the College's Attorney has prepared an Amendment to Lease (attached) for District Board review and approval.

The Amendment to Lease recites facts pertinent to the Lease and Amendment to Lease, and defines the following terms as agreed to by the parties:

1. the original lease is in full force and effect unless otherwise amended, modified, or supplemented in this Amendment;
2. the lease rate is unchanged during the ten-year term of the lease; WTCS Board approval is required for renewal terms; lease revenue is directed to the Foundation's debt service and ground lease obligations; and affirms the College has the right to make improvements, sublease, and make decision regarding recovery from loss; and
3. affirms the College's substantial investment in building improvements.

While no additions are expected, deletion of items may occur as a result of WTCS Office review of the document. Also minor revisions may occur as legal counsel for each party completes document review and preparation for closing.

Administration recommends the District Board approve the Amendment to Lease for the AMTC Facility and request Wisconsin Technical College System approval of same, if applicable.

AMENDMENT TO LEASE

This Amendment to Lease (this “Amendment”) is made and entered into as of January 1, 2017, by and between **BLACKHAWK TECHNICAL COLLEGE**, a Wisconsin public technical college (“College”) and **BLACKHAWK TECHNICAL COLLEGE FOUNDATION, INC.**, a Wisconsin non-stock corporation (“Foundation”).

RECITALS

A. Mcguire-Lasse, LLP, a Wisconsin limited liability partnership (“Seller”), and College entered into that certain WB-24 Option to Purchase, dated May 22, 2013 (the “Original Option Agreement”), with respect to the real property located at 15 Plum Street and 40 Plumb Street in the City of Milton, Wisconsin, as more particularly described on Exhibit A hereto (the “Property”). Seller, College and Foundation entered into that certain Amendment and Supplement to WB-24 Option to Purchase, dated December [____], 2016, to the Original Option Agreement (the “Amendment”), which granted Foundation the same rights as College to, among other things, purchase all or a portion of the Original Premises as if Foundation had executed the Original Option Agreement (the Original Option Agreement as amended by the Amendment, the “Option”).

B. Simultaneously with the execution of the Original Option Agreement, Seller, as landlord, and College, as tenant, entered into that certain Lease, dated May 22, 2013 (the “Lease”), whereby College leased the Land and Building (as used herein, each term is defined in the Option) from Seller. Except as otherwise stated, any capitalized term used herein but not defined shall have the meaning assigned to that term in the Lease.

C. Foundation was organized to receive, hold, manage, use, and dispose of funds and properties of all kinds, whether given absolutely or in trust, for the benefit of College or for any or all of the educational and charitable movements or activities that may be conducted by College including, among other things, to finance equipment and facilities, to improve grounds, and to supplement all of the services which College renders to society under its authority granted by Wisconsin Law, and where state and district appropriated tax funds are not available, sufficient or adequate to fully provide the services which College should, or could render to society.

D. Section 2 of Addendum A to the Original Option Agreement provides that College may exercise its right to purchase the Property in stages, purchasing part of the Property at various times throughout the term of the Option. Additionally, Section 10 of Addendum A to the Original Option Agreement provides that if College exercises its right to purchase 40% or more of the Property, College may elect to have conveyed a 100% fee simple interest in the Building with Seller retaining a 100% fee simple interest in the Land.

E. The parties executed the Amendment in order to allow Foundation to purchase the Building for the benefit of College in accordance with Foundation’s organizational purpose.

F. On December [____], 2016, Foundation exercised the College’s and its option to purchase the Building in accordance with the Option.

G. On December 30, 2016: (i) Seller conveyed a 100% fee simple interest in the Building to Foundation; (ii) Seller and Foundation entered into that certain Ground Lease, dated December 30,

2016, whereby Foundation leases the Land from Seller (the “Ground Lease”); and (iii) Seller assigned all of its interest in and to the Lease to Foundation pursuant to that certain Assignment and Assumption of Lease, dated December 30, 2016 (the “Assignment of Lease”), so that after the Assignment of Lease, the Foundation will be leasing the Building and subleasing the Land to the College.

H. Foundation and College desire that College take on as many of the benefits and burdens of ownership of the Building as possible. To that end, the parties now desire to enter into this Amendment to Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Full Force and Effect. Except as otherwise amended, modified or supplemented herein, the Lease remains in full force and effect.

2. Amendments to the Lease. Notwithstanding anything to the contrary in the Lease, Foundation and College hereby agree to the following:

- a. The Annual Base Rent that College pays to Foundation under the Lease shall be unchanged. The College and the Foundation agree that the Annual Base Rent shall be allocated between Building rent and Land rent as follows: *First*, an amount equal to twelve times the amount of Foundation’s monthly payment, if any, with respect to the loan used to purchase the Building (the “Acquisition Loan”) shall be allocated to Building rent; *second*, the excess, if any, up to an amount equal to the payments due from the Foundation to the landlord under the Ground Lease shall be allocated to Land rent; and *third*, the excess, if any, shall be allocated to Building rent. The Foundation shall use the Annual Base Rent paid under clause *first* above to make amortizing payments of principal and interest on the Acquisition Loan, the Annual Base Rent paid under clause *second* above to make payments due to the landlord under the Ground Lease, and the Annual Base Rent paid under clause *third* above, if any, to prepay the outstanding principal balance of the Acquisition Loan.
- b. Prior to ninety (90) days before the end of the current term of the Lease, College and Foundation shall execute another amendment to the Lease, subject to approval from the Wisconsin Technical College System Board, whereby College shall exercise its first option to extend the Lease Term for an additional 5 years and College and Foundation agree that: (x) the Annual Base Rent that College pays to Foundation under the Lease with respect to any year of the Lease Term, as extended, shall be an amount equal to the sum of: (i) with respect to the Land, solely the then current annual base rent that Foundation owes to Seller under the Ground Lease for such year; and (ii) with respect to the Building, solely the product of: (A) the amount of Foundation’s monthly payment, if any, with respect to the Acquisition Loan; and (B) 12; provided that once the outstanding principal balance of the Acquisition Loan has been reduced to zero, then the amount under clause (ii) shall be zero; (y) such Annual Base Rent may be paid by College to Foundation in equal monthly installments; and (z) the Foundation shall use all of the Annual Base Rent paid under clause (i) to pay when due its obligations under the Ground Lease, and all of the Annual Base Rent paid under clause (ii) to pay when due its obligations under the Acquisition Loan.

- c. College may make any and all alterations, additions, improvements, or changes to the Building, including, but not limited to, removing any improvements or adding any new improvements, in its sole and absolute discretion and without obtaining Foundation's consent.
- d. College may assign the Lease, as amended by this Amendment, with respect to, or sublet, all or any portion of the Building in its sole and absolute discretion and without Foundation's consent. College may encumber or grant a security interest in its leasehold rights under the Lease, as amended by this Amendment, at any time during the Lease Term in its sole and absolute discretion and without Foundation's consent.
- e. College shall make the determination in its sole and absolute discretion as to whether to rebuild any improvements after a Casualty. In the event the College determines not to rebuild, or it chooses to rebuild and any insurance proceeds exceed the cost of repairing or rebuilding the improvements after a Casualty, Foundation shall only receive a portion of such excess insurance proceeds in an amount equal to the then outstanding principal balance of the Acquisition Loan. College shall receive the remaining amount of any excess of insurance proceeds.
- f. In the event of any taking or condemnation, Foundation shall only receive a portion of the resulting award of consequential damages in an amount equal to the then outstanding principal balance of the Acquisition Loan. College shall receive the remaining amount of any award of consequential damages.

3. Substantial Economic Investment. Foundation acknowledges and agrees that College has a substantial economic investment in the Building in that College spent \$[_____] renovating and constructing parts of the Building.

4. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. A signature transmitted and received via facsimile or other electronic transmission of a scanned document (e.g. by electronic mail (Email) in pdf or a similar format) shall have the same force and effect as an original signature.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have signed this Amendment as of the date above first written.

BLACKHAWK TECHNICAL COLLEGE

By: _____

Print Name: _____

Title: _____

**BLACKHAWK TECHNICAL COLLEGE
FOUNDATION, INC.**

By: _____

Print Name: _____

Title: _____

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Parcel 1:

Lot 3, Certified Survey Map recorded December 6, 2002 in Volume 25, Pages 387, 388 and 389 of Certified Survey Maps of Rock County, Wisconsin, as Document #1578615, being part of Outlots 27, 28, 29, 30 and part of Outlot 31 of the Assessor's Plat of the Village of Milton, now in the City of Milton, being also a part of the SW 1/4 of Section 27, T.4N., R.13E. of the 4th P.M., Rock County, Wisconsin.

Parcel 2:

Lots 4, 5, 6, 7 and 8 in Block 10 of Goodrich's Addition, also the vacated street lying between said Lots 4, 5 and 6 in said Block 10 and the Chicago, Milwaukee, St. Paul and Pacific Railroad.

Parcel #V-23-803 Tax ID #257 083005

Parcel #V-23-64 Tax ID #257 008001

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Parcel 1:

Lot 3, Certified Survey Map recorded December 6, 2002 in Volume 25, Pages 387, 388 and 389 of Certified Survey Maps of Rock County, Wisconsin, as Document #1578615, being part of Outlots 27, 28, 29, 30 and part of Outlot 31 of the Assessor's Plat of the Village of Milton, now in the City of Milton, being also a part of the SW 1/4 of Section 27, T.4N., R.13E. of the 4th P.M., Rock County, Wisconsin.

Parcel 2:

Lots 4, 5, 6, 7 and 8 in Block 10 of Goodrich's Addition, also the vacated street lying between said Lots 4, 5 and 6 in said Block 10 and the Chicago, Milwaukee, St. Paul and Pacific Railroad.

Parcel #V-23-803 Tax ID #257 083005

Parcel #V-23-64 Tax ID #257 008001

ENCLOSURE #17

7. Committee Reports

- a. Consideration of Resolution Providing for the Sale of \$3,500,000 General Obligation Promissory Notes, Series 2017A, of Blackhawk Technical College District, Wisconsin (Action – Renea Ranguette)

The Fiscal Year 2016-17 budget includes \$3,500,000 for annual capital building and grounds improvements and movable equipment. A resolution adopted by the District Board on June 15, 2016, authorized the issuance of general obligation promissory notes for the annual capital purchases; however, the notes have not yet been issued by the District. It is necessary and in the best interest of the District that the general obligation promissory notes now be issued.

The resolution providing for the sale of \$3,500,000 for building improvements and movable equipment is attached. If approved, the actual borrowing will occur in January following the publishing of the resolution and subsequent to the passage of the statutory referendum time period. The second resolution to award the sale on the borrowing would be presented to the full Board at the January meeting.

Approval to borrow requires a majority of the quorum. A roll call vote will be necessary.

Resolution

RESOLUTION PROVIDING FOR THE SALE OF \$3,500,000
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2017A, OF
BLACKHAWK TECHNICAL COLLEGE DISTRICT, WISCONSIN

WHEREAS, pursuant to resolutions adopted on June 15, 2016, the District Board of Blackhawk Technical College District, Rock and Green Counties, Wisconsin (the "District") authorized the issuance of general obligation promissory notes in the amount of \$930,000 for the public purpose of financing building remodeling and improvement projects and in the amount of \$2,570,000 for the public purpose of financing the acquisition of movable equipment;

WHEREAS, such notes have not yet been issued by the District; and

WHEREAS, the District Board deems it necessary and in the best interest of the District that such general obligation promissory notes now be issued pursuant to the provisions of Section 67.12(12), Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED, THAT:

Section 1. Issuance and Sale of Notes. The District shall issue and sell the general obligation promissory notes authorized by the resolutions referenced above in the aggregate principal amount of \$3,500,000, and such notes shall be designated "General Obligation Promissory Notes, Series 2017A" (the "Notes"). The proceeds of the Notes shall be used for the purposes specified above in the amounts authorized for those purposes.

Section 2. Official Statement. The District Secretary shall cause an Official Statement to be prepared by Robert W. Baird & Co. Incorporated. The appropriate District officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Adopted this 21st day of December, 2016.

Chairperson

Attest:

Secretary

Blackhawk Technical College
All Capital Borrowing Calendar

	Series	Fund No.	Project	State Board Meeting	Submission Deadline	District Board Approval	Bond Settle Date	Bond Sale	Publish Date	Bond Resolution	Bond Amount (Construction & Issue Cost)	Construction Begins	Other Financings
FY16-17	2016B	3171	Dental Remodel	22-Mar-16	5-Feb-16	20-Jan-16	6-Jul-16	15-Jun-16	23-May-16	18-May-16	\$1,500,000	May-16	
	2017A	3172	Annual Capital				1-Feb-17	18-Jan-17	28-Dec-16	21-Dec-16	\$3,500,000		
	2016B	3173	IT/Facilities Relocation	13-Sep-16	28-Jul-16	11-Jul-16	4-Oct-16	21-Sep-16	23-Aug-16	17-Aug-16	\$2,000,000		
	2016E	3174	AMTC Purchase								\$1,500,000		

Updated: 12/5/16

ENCLOSURE #18

8. New Business

a. National Community College Benchmark Project Report-Out (Information – Dr. Tracy Pierner)

Established in 2004, the National Community College Benchmark Project (NCCBP) is a comprehensive benchmarking initiative developed by the National Higher Education Benchmarking Institute with more than 150 measures, taking a “balanced scorecard” approach. Measures related to Students (enrollment, course success, retention, graduation/completions, job placement), Staffing, Instructional Costs, and Community Measures, to name a few. More than 400 two-year institutions have participated in the data-collection and reporting process, with approximately 250 participants per year. This is the first and largest provider of community college benchmarking and peer comparison services in the nation. Participating institutions can access trend data and conduct participant-identified peer comparisons.

BTC has participated in NCCBP since 2010, and the data is essential for Accreditation through the Higher Learning Commission. Two (2) attachments are provided for your review prior to the meeting:

(1) **NCCBP Comparisons – ALL BOARD:** This provides tabular data for each of the measures since BTC has participated in NCCBP. It includes BTC results, our ranking among all WTCS colleges that provided data in the given year (a minimum of 5 is needed), the range of WTC results, and the national percentile (in all cases but Instructional Cost, a higher percentile is desirable).

(2) **Transfers among Non AAAS WTCS Colleges:** This provides a five year trend comparing Transfers within 1-year of enrollment to non-WTCS 2-year or 4-year institutions among Program Students Overall, Program Enrollees (i.e., non-Graduates), and Program Graduates with comparisons to WTCS colleges without an Associate of Arts or Associate of Science degree.

Dr. Pierner will present and lead a discussion related to selected measures for BTC on the NCCBP which will compare BTC to other participating WTCS colleges across several measures of student success: Completion and Transfer Rate at 3-Years for Full Time and Part Time Students, Persistence Fall to Spring and Retention Fall to Fall, College-level Course Completer Success Rate, and Instructional Cost.

NCCBP Comparisons: BTC to All WTCS Colleges and National Cohort

Table 1a: BTC Student Success Measure Results to External Comparisons							
Full Time Completed or Transferred in Three Years							
150% of Time Completion (Form 2 – Full Time, Completed in Three Years)	Fall 2006 Cohort (2010)	Fall 2007 Cohort (2011)	Fall 2008 Cohort (2012)	Fall 2009 Cohort (2013)	Fall 2010 Cohort (2014)	Fall 2011 Cohort (2015)	Fall 2012 Cohort (2016)
BTC Full-Time, Completed in Three Years	41.1%	40.7%	39.8%	46.5%	33.7%	31.8%	29.0%
Rank within WTCS Schools (order/participants)	<i>Comparison Data not available</i>	<i>Comparison Data not available</i>	3 rd of 8	2 nd of 7	7 th of 9	8 th of 9	6 th of 9
WTCS Range of Values			26.8%-41.6%	24.7%-68.1%	24.2%-54.8%	28.1%-55.7%	8.5%-56.4%
National Percentile Ranking	96%	94%	94%	97%	88%	85%	75%
150% of Time Completion (Form 2 – Full Time, Transferred in Three Years)	Fall 2006 Cohort (2010)	Fall 2007 Cohort (2011)	Fall 2008 Cohort (2012)	Fall 2009 Cohort (2013)	Fall 2010 Cohort (2014)	Fall 2011 Cohort (2015)	Fall 2012 Cohort (2016)
BTC Full-Time, Transferred in Three Years	14.4%	12.9%	15.5%	11.8%	3.8%	2.0%	1.0%
Rank within WTCS Schools (order/participants)	<i>Comparison Data not available</i>	<i>Comparison Data not available</i>	1 st of 6	4 th of 6	6 th of 6	7 th of 7	9 th of 9
WTCS Range of Values			0.3%-15.5%	3.2%-17.3%	3.8%-21.2%	2.0%-20.7%	1.0%-24.7%
National Percentile Ranking	31%	30%	43%	26%	2%	1%	1%
Part Time Completed or Transferred in Three Years							
150% of Time Completion (Form 2 – Part Time, Completed in Three Years)	Fall 2006 Cohort (2010)	Fall 2007 Cohort (2011)	Fall 2008 Cohort (2012)	Fall 2009 Cohort (2013)	Fall 2010 Cohort (2014)	Fall 2011 Cohort (2015)	Fall 2012 Cohort (2016)
BTC Part-Time, Completed in Three Years	23.8%	35.6%	34.1%	37.2%	28.6%	23.7%	27.0%
Rank within WTCS Schools (order/participants)	<i>Comparison Data not available</i>	<i>Comparison Data not available</i>	2 nd of 6	<i>Comparison Data not available</i>	7 th of 7	5 th of 6	4 th of 8
WTCS Range of Values			19.7%-56.0%		28.6%-50.4%	14.4%-57.0%	12.9%-55.3%
National Percentile Ranking	95%	97%	98%	99%	93%	95%	96%
150% of Time Completion (Form 2 –Part Time, Transferred in Three Years)	Fall 2006 Cohort (2010)	Fall 2007 Cohort (2011)	Fall 2008 Cohort (2012)	Fall 2009 Cohort (2013)	Fall 2010 Cohort (2014)	Fall 2011 Cohort (2015)	Fall 2012 Cohort (2016)
BTC Part-Time, Transferred in Three Years	14.4%	5.7%	15.6%	11.0%	2.9%	5.1%	1.3%
Rank within WTCS Schools (order/participants)	<i>Comparison Data not available</i>	8 th of 8					
WTCS Range of Values							1.3%-20.8%
National Percentile Ranking	67%	25%	73%	58%	7%	15%	87%

NCCBP Comparisons: BTC to All WTCS Colleges and National Cohort

Table 1b: BTC Student Success Measure Results to External Comparisons (continued)

Persistence and Retention							
Student Persistence (Form 4 – Next Term Persistence Rate)	Fall 08 – Spr 09 (2010)	Fall 09 – Spr 10 (2011)	Fall 10 – Spr 11 (2012)	Fall 11 – Spr 12 (2013)	Fall 12 – Spr 13 (2014)	Fall 13 – Spr 14 (2015)	Fall 14 – Spr 15 (2016)
BTC Student Persistence Percentage	83.2%	80.3%	73.5%	65.0%	77.0%	74.4%	77.2%
Rank within WTCS Schools (order/participants)	<i>Comparison Data not available</i>	<i>Comparison Data not available</i>	4 th of 8	7 th of 7	1 st of 9	2 nd of 9	2 nd of 9
WTCS Range of Values			65.9%-78.4%	65.0%-75.2%	63.7%-77.0%	63.0%-83.6%	61.4%-80.1%
National Percentile Ranking	99%	94%	65%	13%	88%	71%	87%
Student Retention (Form 4 – Fall-Fall Persistence Rate)	Fall 08 – Fall 09 (2010)	Fall 09 – Fall 10 (2011)	Fall 10 – Fall 11 (2012)	Fall 11 – Fall 12 (2013)	Fall 12 – Fall 13 (2014)	Fall 13 – Fall 14 (2015)	Fall 14 – Fall 15 (2016)
BTC Student Retention Percentage	59.4%	44.4%	40.4%	41.0%	48.6%	48.2%	55.4%
Rank within WTCS Schools (order/participants)	<i>Comparison Data not available</i>	<i>Comparison Data not available</i>	7 th of 8	7 th of 7	5 th of 9	7 th of 9	2 nd of 9
WTCS Range of Values			19.5%-59.8%	41.0%-57.7%	39.7%-57.0%	44.6%-64.9%	44.3%-58.0%
National Percentile Ranking	96%	20%	10%	10%	56%	46%	88%
College-Level Courses: Completer Success Rate							
College Level Courses: Completer Success (Form 7 – Percent of Completer Success)	Fall 2008 Cohort (2010)	Fall 2009 Cohort (2011)	Fall 2010 Cohort (2012)	Fall 2011 Cohort (2013)	Fall 2012 Cohort (2014)	Fall 2013 Cohort (2015)	Fall 2014 Cohort (2016)
BTC Course Success Percentage	87.5%	89.0%	88.3%	87.8%	88.3%	87.4%	88.5%
Rank within WTCS Schools (order/participants)	<i>Comparison Data not available</i>	<i>Comparison Data not available</i>	3 rd of 8	4 th of 7	5 th of 8	8 th of 10	6 th of 9
WTCS Range of Values			84.5%-89.2%	86.4%-89.9%	85.8%-93.3%	87.0%-91.3%	87.8%-95.0%
National Percentile Ranking	78%	83%	88%	83%	84%	78%	84%
Instructional Cost per FTE Student							
Instructional Cost per FTE Student (Form 20a – Cost per FTE Student)	AY 2009 (2010)	AY 2010 (2011)	AY 2011 (2012)	AY 2012 (2013)	AY 2013 (2014)	AY 2014 (2015)	AY 2015 (2016)
BTC Course Success Percentage	\$9,085	\$7489	\$8,037	\$8,157	\$9,194	\$10,651	\$10,814
Rank within WTCS Schools (order/participants)	<i>Comparison Data not available</i>	<i>Comparison Data not available</i>	4 th of 6	5 th of 6	4 th of 7	4 th of 8	3 rd of 8
WTCS Range of Values			\$6778-\$12131	\$7188-\$12774	\$7570-\$13780	\$5752-\$15223	\$7457-\$15098
National Percentile Ranking (lower is better)	97%	93%	94%	91%	94%	95%	95%

Comparisons to ALL WTCS Colleges who entered data in the particular year and measure. This includes schools with AA/AS degrees.

Transfers to Non WTCS 2-year or 4-year Institutions within 1 Year of Program Enrollment

OVERALL	2011	2012	2013	2014	2015	3-Year Average (13-15)	5-Year Average (11-15)
TRANSFER COMPARISONS							
Blackhawk Technical College	9%	10%	10%	9%	10%	10%	10%
Gateway Technical College	10%	10%	12%	12%	11%	12%	11%
Waukesha County Technical College	9%	10%	10%	10%	10%	10%	10%
Moraine Park Technical College	7%	7%	6%	6%	6%	6%	6%
Lakeshore Technical College	8%	8%	8%	9%	8%	8%	8%
Fox Valley Technical College	8%	8%	8%	7%	8%	8%	8%
Northeast Wisconsin Technical College	7%	7%	8%	8%	8%	8%	8%
Mid-State Technical College	10%	11%	11%	10%	11%	11%	11%
Northcentral Technical College	10%	11%	10%	10%	9%	10%	10%
Cohort Overall	9%	9%	9%	9%	9%	9%	9%

Transfers to Non WTCS 2-year or 4-year Institutions within 1 Year of Program Enrollment

PROGRAM ENROLLEES	2011	2012	2013	2014	2015	3-Year Average (13-15)	5-Year Average (11-15)
TRANSFER COMPARISONS							
Blackhawk Technical College	8%	9%	9%	9%	10%	9%	9%
Gateway Technical College	8%	8%	9%	9%	9%	9%	9%
Waukesha County Technical College	7%	8%	8%	8%	7%	8%	8%
Moraine Park Technical College	7%	6%	5%	5%	5%	5%	6%
Lakeshore Technical College	6%	5%	6%	6%	5%	6%	6%
Fox Valley Technical College	6%	6%	5%	6%	6%	6%	6%
Northeast Wisconsin Technical College	6%	6%	6%	6%	6%	6%	6%
Mid-State Technical College	8%	8%	8%	7%	7%	8%	8%
Northcentral Technical College	8%	9%	7%	7%	7%	7%	8%
<i>Cohort Overall</i>	7%	7%	7%	7%	7%	7%	7%

PROGRAM GRADUATES	2011	2012	2013	2014	2015	3-Year Average (13-15)	5-Year Average (11-15)
TRANSFER COMPARISONS							
Blackhawk Technical College	14%	14%	15%	12%	12%	13%	13%
Gateway Technical College	18%	20%	22%	24%	22%	22%	21%
Waukesha County Technical College	17%	18%	19%	20%	21%	20%	19%
Moraine Park Technical College	10%	11%	10%	9%	8%	9%	9%
Lakeshore Technical College	13%	14%	13%	16%	15%	14%	14%
Fox Valley Technical College	14%	15%	16%	13%	13%	14%	15%
Northeast Wisconsin Technical College	11%	10%	13%	12%	13%	13%	12%
Mid-State Technical College	16%	21%	20%	21%	21%	21%	20%
Northcentral Technical College	18%	18%	19%	18%	13%	17%	17%
<i>Cohort Overall</i>	15%	16%	17%	16%	15%	16%	16%

Transfers to Non WTCS 2-year or 4-year Institutions within 1 Year of Program Enrollment

Notes about the Data:

Transfer Record Measures - Transfer is identified through record matching in the National Student Clearinghouse System.

It is important to consider that transfer is longitudinal in nature. The National Student Clearinghouse data is not final until the fall of the next calendar year after the fiscal year Client has closed.

Example: I want to assess the fiscal year 2014 program graduates. To assess if the completers transferred to a non-WTCS institution, I will need to wait until fall of the 2015 calendar year when National Student Clearinghouse data is available.

Measures:

Program Student Count – the unduplicated count of program students

Transfer Student Count – the unduplicated count of program students who transfer to a non-WTCS 2-year or 4-year institution the year after reported program enrollment if the program enrollee did not graduate OR the year after reported graduation/completion;

Example: 2014 fiscal year completers who have a transfer record from January 1, 2014 to December 31, 2014 or January 1, 2015 to June 30, 2015

Transfer Percentage – The quotient of “**Transfer Student Count**” and “**Program Student Count**”

ENCLOSURE #19

8. New Business

b. Review of District Board Policies (Information – Chairperson Thornton)

Four (4) policies are being presented to the Board for review in December:

Policy A-231 – Board Composition and Terms of Office – Minor revisions are recommended to update wording and a policy reference.

Policy A-240 – President/District Director – Revisions are recommended to incorporate components of Policy C-400 into Policy A-240.

Policy C-400 – President/District Director – To eliminate the duplication of policies, rescission of this policy is recommended. Some components of the policy are recommended for addition to Policy A-240.

Policy K-210 – Public Records Law (Public's Right to Know) – Revisions are recommended to update the titles of the positions which are designated as legal custodians of records.

Chairperson Thornton will facilitate discussion at the meeting. Formal action to approve revisions would be scheduled for the January Board meeting.

BOARD COMPOSITION AND TERMS OF OFFICE

A-231

The Blackhawk Technical College Board shall be composed of nine members who are residents of the Blackhawk District, including two employers who have power to employ or discharge, two employees who do not have power to employ or discharge, three additional members, an administrator of a public school district which lies within the Blackhawk Technical College District, and one elected official who holds a state or local office. Of the three additional members, no more than two may be employers, no more than two may be employees, no more than three may be school district administrators, and no more than three may be elected officials. No two members of the District Board may be officials of the same governmental unit nor may any District Board member be a member of the school board that employs the school district administrator member.

The Plan of Representation adopted by the appointing authority, the chairs of the Rock County and Green County Boards of Supervisors, requires two members of the nine-member Board to reside in Green County and six members to reside in Rock County, based on population distribution. The Plan also indicates that the School District Administrator member will be rotated between the two counties, when possible. Additionally, the Plan states the College Board must maintain one minority member, based on the percentage of minority population of the District.

District Board members shall take office on July 1 and shall serve staggered three-year terms, with three members appointed each year.

A board member shall resign when he or she no longer resides within the boundaries of the district.

Members of a district board shall serve until their successors are appointed and qualified. A vacancy shall be filled for any unexpired term of more than 90 days in the manner provided for in the making of original appointments as stated in Wisconsin Statutes 38.10.

Any member of a district board serving in the elected official category shall cease to be a member upon vacating his or her office as an elected official.

BOARD COMPOSITION
AND TERMS OF OFFICE

A-231

Reference: Wisconsin Statutes 38.08 (1)
 Wisconsin Statutes 38.08 (2) (2m)
 Wisconsin District Board Appointment Manual -~~2007~~ 2016

Policy Adopted: February 20, 1974
 Revised: December 16, 1987; February 16, 2000; March 17, 2004
 Reviewed: March 15, 2006
 Revised: July 14, 2008
 Reviewed: December 15, 2010

The Board shall hire a qualified President/District Director who is not a member of the Board for a term of not more than three years which term shall end on the last day of June. The employment of the President/District Director shall be by written contract which shall be in accordance with Statutes of the State of Wisconsin and shall be filed with the District Board Secretary. The contract shall set forth all the terms and conditions of employment. In the event that any vacancy occurs in the office of the President/District Director, the Board shall promptly fill such vacancy. Such vacancy may either be filled by appointment of an acting President/District Director until the first day of July next following such an appointment, or may be filled by appointment of a President/District Director.

The President/District Director shall be the chief executive officer of the District.~~The President/District Director, as the executive officer,~~ shall have charge and control of the Blackhawk Technical College District subject to the policies, orders, and Executive Limitations set by the Board, and shall receive for service such compensation as the Board shall allow.

The President/District Director, at his/her discretion, may delegate to other District personnel, the exercise of any powers and the discharge of any duties imposed upon the President/District Director by Board policies or by a vote of the Board.

Reference: Wisconsin Statutes 38.12 (3)

Board Policy Adopted: February 20, 1974
Revised: December 16, 1987; March 15, 2000; March 17, 2004
Reviewed: March 15, 2006; June 18, 2008; December 15, 2010

PRESIDENT/DISTRICT DIRECTOR

C-400

The President/District Director shall be the chief executive officer of the District and shall have, under the direction of the Board, general supervision of all the activities of the District. The President/District Director is responsible for the management of the schools under Board policies and is accountable to the Board.

The President/District Director, at his/her discretion, may delegate to other District personnel, the exercise of any powers and the discharge of any duties imposed upon the District Director by Board policies or by a vote of the Board.

The President/District Director shall meet the certification requirements of Chapter TCS-3, Administrators of the Wisconsin Administrative Code and additional qualifications as determined by the District Board.

The District Board, upon selection of a President/Director or reappointment of the incumbent President/District Director, shall enter into an explicit contractual agreement. Such a contract shall be in accordance with the Administrative Code and Statutes of the State of Wisconsin.

Reference: Wisconsin Statutes 38.12 (3)
Wisconsin Administrative Code Chapter TCS-3

Policy Adopted: August 18, 1976
Revised: September 20, 2000
Reviewed: September 1, 2004; October 18, 2006; December 17, 2008

The Blackhawk Technical College District Board is considered an authority for the purposes of the Wisconsin Public Records and Property Law. (Sec. 19.31-19.39, Stats.)

It is the declared public policy of this State that all persons are entitled to the greatest possible information regarding the affairs of government and the official acts of those officers and employees who represent them.

Providing persons with such information is declared to be an essential function of representative government and an integral part of routine duties of officers and employees whose responsibility is to provide such information.

The Blackhawk Technical College District Board reaffirms the public policy that all of the records of the Blackhawk Technical College District as defined in Section 19.32(2), Stats., are public records subject to release, inspection and reproduction except as otherwise provided for by law.

The Board designates the President/District Director as the legal custodian of the records of the Blackhawk District. The President/District Director may designate duties and responsibilities of this District pursuant to the Wisconsin Public Records Law to deputy legal custodians. The following deputies are authorized by the President/District Director to act as legal custodians:

- ~~Vice President~~ Executive Dean of Student Services (student records)
- Vice President of ~~Finance & College Operations~~ Administrative Services (financial records)
- Assistant to the President/District Director (all other public records)

It is directed that all employees of the Blackhawk Technical College District be informed of the legal custodian's duties, the requirements of the Wisconsin Public Records and Property Law, and the provisions of this policy.

All requests for the inspection, release and/or reproduction of the public records of the District shall be directed or referred to the legal custodian. The legal custodian is vested with full legal power to make decisions concerning the inspection, release or reproduction of records as permitted under Wisconsin's Public Records and Property Law. The legal custodian and/or his/her deputies is authorized to consult with the ~~school district's~~ District's legal counsel in making a determination pertaining to a request for release of a record.

Any costs or fees incurred by the District in the conduct and implementation of this policy shall be indemnified by the District and will not be treated as a personal liability of the custodian,

unless penalties are incurred on account of the legal custodian or deputy's act or omission which is willful and in bad faith.

Administrative Regulation K-210 shall serve as the Official Notice of the procedure for the inspection, release or reproduction of records and property of the District, and constitutes the official position of the Blackhawk Technical College District Board regarding the inspection, release and reproduction of records and property of this District, and the fees that may be charged for location and reproduction of such records and property. The Official Notice shall be prominently displayed in appropriate locations on the District premises and made available on request to any member of the public upon demand.

All records of the District shall be preserved in accordance with Section 16.61, Stats., concerning the preservation and destruction of records.

All Blackhawk Technical College records, public or not, will be retained and disposed of in accordance with provisions of applicable federal and state statutes and College Administrative Regulations and may be subject to a litigation hold on disposal of such records.

References: Wisconsin Statutes 19.31-19.39
Operational Policy J-920 – Student Records – Privacy

Board Policy Adopted: December 15, 1982
Revised: July 8, 2002; January 18, 2006; April 16, 2008; October 27, 2010