

District Board Regular Meeting Tuesday, September 16, 2025

WESTERN TECHNICAL COLLEGE
STUDENT SUCCESS CENTER
400 7TH ST N, RM S130
LA CROSSE, WI 54601

District Board Members:

Ryan Alderson
Lance Bagstad
Chet Doering

Janie Felton
Michelle Greendeer-Rave
Kevin Hennessey

Ken Peterson
Megan Skarlupka
MaryKay Wolf

District Board Regular Meeting | Open Session

3:00 p.m.

Tour Student Success Center (no college business)

immediately following open session

Board Dinner - Union Market (no college business)

immediately following tour



Scan here to access current and past agendas as well as approved minutes. They can also be found at:
<https://www.westerntc.edu/board-minutes-and-agendas>

Any questions about the meeting should be directed to Jessica Pintz pintzj@westerntc.edu.

Western Technical College

District Board Meeting Agenda

Tuesday, September 16, 2025

Call to Order

September 16, 2025, meeting of the Western Technical College District Board, as well as all other meetings of this Board, are open to the public and in compliance with state statutes. Notice of the meeting has been sent to the press to inform the general public of Wisconsin about the meeting's time, place, and agenda. *The door is open for any member of the public to attend at the start of every meeting (for transparency).*

Mission: Western Technical College provides relevant, high-quality education in a collaborative and sustainable environment that changes the lives of students and grows our communities.

Topics:

INFORM: Enrollment Update – Vice Presidents: Hackbarth, Thornton, and Hopkins
INFORM: FY2026 Tax Levy Discussion – Wade Hackbarth and Christina Heit Page 4
DISCUSS: Referendum Polling – Amy Thornton, Julie Lemon, and Wade Hackbarth
INFORM: District Boards Association Update – Diane Handrick

TIFs and TIDs (new information only)

Items to be removed from the consent agenda

Approve Consent Agenda

Action	X	
1) Minutes:		
a) August 19, 2025, Meeting Minutes	Page	5
2) Financial Reports		
a) Vendors Over \$2,500 - ending August, 2025	Page	6
b) Capital Projects Reports - ending August, 2025	Page	9
3) Project Submissions and Acceptances		
a) New Program Development, Concept Review, Associate Degree, Food, Industrial, and Environmental Laboratory Technician	Page	13
4) Personnel (Information Only)		
a) Hires	Page	14
i) Keith Jensen, Data Center, Administrator, Finance, Operations, & Wrkfc. Dev.		
ii) Oresta Felts, Instructor, ELL LTE, Student Service & Engagement		
iii) Jerry Vongkhamsay, Instructor, IOT, Academic Affairs		
iv) Jacob Parker, Instructor, Accounting, Academic Affairs		
v) Stephanie Kan, Instructor, Sociology, Academic Affairs		
b) Promotions/Transfers	Page	14

i) Amanda Kind, Clinical Simulation Coord., Academic Affairs		
ii) Kelsey Meston, Campus Community Safety Officer, Student Service & Engagement		
iii) Stephani Haar, Admissions Coach, Student Service & Engagement		
c) Resignations	Page	15
i) Linh Nguyen, Manager, Student Equity Initiatives, Student Service & Engagement		
ii) Jessica Hytry, Purchasing Agent, Finance, Operations, & Workforce Development		
d) Retirements	Page	15
i) Ron Petersen, Instructor, Electromechanical, Academic Affairs		

Monthly Approval

1. Western Technical College Western Technical College Foundation Memorandum of Understanding	Page	19
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President's Report

- Community and Media Connections
- Current Priorities

District Board Chairperson's Report

- Board Business | Updates
- Board & DBA Events
- Plus Delta Feedback

Adjournment

Action **x**

Tours: Student Success Center and Wanek Center (no college business discussed)

Western Technical College
Property Tax Recommendation
Fiscal Year Ending June 30, 2026

Preliminary Estimate				
Compared to Previous Year				
Levy \$				
	FY2025-26	FY2024-25	\$ Change	% Change
Operating Levy	12,941,159	12,624,549	316,610	2.51%
Debt Levy	18,691,000	18,191,000	500,000	2.75%
Total Levy	31,632,159	30,815,549	816,610	2.65%
Mill Rate				
	FY2025-26	FY2024-25	Difference	% Change
Operating Mill Rate	0.37072	0.39449	-0.02377	-6.03%
Debt Mill Rate	0.53543	0.56843	-0.03299	-5.80%
Total Mill Rate	0.90615	0.96291	-0.05676	-5.89%
Tax on \$100k Home	\$90.62	\$96.29	-\$5.68	-5.89%

Compared to Budget FYE 6/30/2026				
Levy \$				
	Proposed	Budgeted	\$ Change	% Change
Operating Levy	12,941,159	12,954,352	-13,193	-0.10%
Debt Levy	18,691,000	20,691,000	-2,000,000	-9.67%
Total Levy	31,632,159	33,645,352	-2,013,193	-5.98%
Mill Rate				
	Proposed	Budgeted	Difference	% Change
Operating Mill Rate	0.37072	0.37481	-0.00409	-1.09%
Debt Mill Rate	0.53543	0.59865	-0.06322	-10.56%
Total Mill Rate	0.90615	0.97346	-0.06731	-6.91%
Tax on \$100k Home	\$90.62	\$97.35	-\$6.73	-6.91%

Referendum (not to exceed \$39):	
Post-Referendum	\$53.54
Pre-Referendum	\$61.61
Increase	-\$8.07

Assumptions

Net New Construction Increase
Property Value Increase

1.100%

9.080% *had budgeted for FY26 @ 8.00%

Starting with FY19 levy the State "bought down" personal property taxes.
Western's amount = \$248,045 for this year.

WESTERN TECHNICAL COLLEGE DISTRICT BOARD

Minutes of Regular Meeting

August 19, 2025

Mr. Bagstad, District Board Chair, called the regular meeting of the Board of Western Technical College District to order at 3:47 p.m. on Tuesday, August 19, 2025, at Western Technical College, Admin. Center, 111 7th St N, Rm 408. La Crosse, WI. Board members present: R. Alderson, L. Bagstad, C. Doering III, K. Peterson, M. Skarlupka, M. Wolf (excused at 4:15 pm), and R. Stanford, President. Excused: M. Greendeer-Rave, K. Hennessey, J. Felton

Notice of the meeting was posted publicly on August 14, 3:41 p.m., and the agenda was distributed to interested persons, sent to the district's official newspaper (The La Crosse Tribune), and distributed to other news media throughout the district in compliance with Wisconsin Statutes, Sections 19.81-19.98.

Others present were J. Pintz (Western employees).

Motion Skarlupka seconded by Peterson that the Board approve the following consent items as presented: 1. Minutes – a. July 10, 2025 (Correction 2025, not 2023) District Board Meeting. 2. Financial Reports (Correction 2025, not 2024): a. Vendors over \$2,500-July 31, 2025; b. Capital Projects-July 31, 2025, Motion carried 6/0/0.

Roll call approval: Motion Peterson, second Wolf; to adopt the Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$1,500,000 General Obligation Promissory Notes, Series 2025F, of Western Technical College District, Wisconsin. Alderson, Y; Bagstad, Y; Doering, Y; Peterson, Y; Skarlupka, Y; Wolf, Y. Motion carried 6/0/0.

President's Report: Thank you to those of you who were able to attend today's Wanek Center events and shared some highlights of the CEO event. J. Pintz shared information on the District Board SharePoint page.

District Board Chairperson's report: Legal Issues and Fall DBA meeting in October. Legislative update on the Wisconsin retirement system.

4:24 p.m. Peterson motioned, and Skarlupka seconded, to adjourn. Motion carried 5/0/0.

Ken Peterson, District Board Secretary

**Western Technical College
Vendor Payments Exceeding \$2,500
August 31, 2025**

<u>Vendor</u>	<u>Amount</u>	<u>Check #</u>
A Book Company LLC	\$ 3,111.79	5006036
ACHIEVING DREAM INC	\$ 34,500.00	5006070
Alpha Card Systems, LLC	\$ 13,297.06	E0005437
AMAZON MKTPL	\$ 7,499.72	PCARD
AMERICAN HEART SHOPCPR	\$ 2,744.00	PCARD
AMERICAN HEART SHOPCPR	\$ 2,937.06	PCARD
AMERICAN HERITAGE LIFE INSURANCE	\$ 4,137.00	5005978
ARTISANS INC	\$ 2,660.86	E0005436
Ascendium Education Solutions,	\$ 4,797.80	E0005563
AWS E-COMMERCE	\$ 3,060.00	PCARD
Bernie J. Buchner, Inc.	\$ 2,547.40	E0005522
Bertelson Brothers, Inc.	\$ 7,868.08	5006038
BESTBUY DIRECT	\$ 15,944.10	PCARD
BLACKHAWK TECHNICAL COLLEGE	\$ 21,328.00	E0005438
CDATA SOFTWARE INC	\$ 10,448.10	PCARD
Chippewa Valley Technical College	\$ 18,064.94	5006040
CITY LA CROSSE	\$ 13,687.77	5006041
DATA RECOGNITION	\$ 8,503.11	E0005525
DELTA DENTAL	\$ 6,911.00	9000955
DELTA DENTAL	\$ 7,466.40	9000950
DELTA DENTAL	\$ 7,890.00	9000942
DELTA DENTAL	\$ 11,075.86	9000938
DELUCA HARTMAN CONSTRUCTION IN	\$ 5,318.00	5006074
DIOCESE LA CROSSE	\$ 5,460.00	5005984
Districts Mutual Insurance	\$ 8,794.00	E0005442
EAC Design Inc.	\$ 3,630.00	5006075
Economic Modeling, LLC	\$ 18,500.00	E0005526
Fire Protection Specialists	\$ 5,622.92	E0005479
FOWLER HAMMER INC	\$ 530,356.50	E0005527
GAMES PEOPLE PLAY	\$ 2,605.00	PCARD
GREAT RIVERS UNITED WAY	\$ 5,659.85	5006013
GREAT WEST RETIREMENT WIRE	\$ 37,774.16	9000939
GREAT WEST RETIREMENT WIRE	\$ 38,999.31	9000951
GUNSLICK TRAP CLUB INC	\$ 4,170.00	5005986
Hanesbrands Inc.	\$ 2,522.00	E0005530
HARTERS TRASH RECYCLING INC	\$ 6,610.80	5006046
Howard Schumaker	\$ 3,500.00	5006001
HSR ASSOCIATES INC	\$ 20,830.53	E0005531
INFOSILEM INC	\$ 19,092.76	5006079
INSIGHT PUBLIC SECTOR INC	\$ 78,971.95	E0005533
INSTITUTE FOR FUTURE	\$ 12,500.00	E0005534
IRS - FICAFEDERAL WITHHOLDING	\$ 21,373.59	9000956
IRS - FICAFEDERAL WITHHOLDING	\$ 21,549.61	9000943
IRS - FICAFEDERAL WITHHOLDING	\$ 349,996.29	9000960
IRS - FICAFEDERAL WITHHOLDING	\$ 352,798.24	9000947
J & K of La Crosse, Inc	\$ 5,890.00	E0005447
J & K of La Crosse, Inc	\$ 9,617.31	E0005485
J F AHERN	\$ 209,700.00	E0005535
KONE INC	\$ 5,017.00	E0005487
Kreibich Landscaping	\$ 14,378.57	E0005488
KURZWEIL EDUCATION,INC	\$ 3,300.00	PCARD
LA CROSSE MAIL PRINT SOLUTIONS	\$ 10,000.00	5006019
LAKESHORE TECHNICAL COLLEGE	\$ 9,975.00	5006051
LEGACY PAINTING SANDBLASTING	\$ 2,900.00	E0005490
LIMBS & THINGS, INC.	\$ 3,090.62	PCARD

<u>Vendr</u>	<u>Amount</u>	<u>Check #</u>
LSPCILITATOR FOUN	\$ 2,925.00	PCARD
Macueen Equipment	\$ 16,050.30	E0005449
MADION NATIONAL LIFE INSURANCE	\$ 10,740.40	5006085
MARKT JOHNSON INC	\$ 1,466,280.54	5006052
MID-ATE TECHNICAL COLLEGE	\$ 15,443.72	E0005450
MID-ATE TECHNICAL COLLEGE	\$ 28,034.70	E0005571
Midwt Scientific, Inc.	\$ 3,886.44	E0005537
Midwt TV & Appliance LLC	\$ 17,174.00	5006054
MV St	\$ 2,935.50	5006086
NAO	\$ 4,036.00	PCARD
NC-SRA	\$ 4,400.00	PCARD
Neihood Family Clinics Inc	\$ 22,208.00	E0005573
Nortood Technical College	\$ 6,085.88	5005996
Nortood Technical College	\$ 50,223.00	5006025
OLCKORY BUILDINGS LLC	\$ 4,981.45	5005997
ONIDGE BENEFITS INC	\$ 18,106.07	9000961
ONIDGE BENEFITS INC	\$ 18,405.29	9000944
P & Tectric, Inc	\$ 47,096.00	E0005452
PEOEGROVE INC	\$ 4,420.00	E0005538
Perfmance Food Group, Inc.	\$ 4,367.79	5006026
Perfmance Food Group, Inc.	\$ 13,866.19	5006090
PROESSIONAL AUDIO DESIGNS INC	\$ 50,101.00	5006061
PROO DIRECT	\$ 2,986.00	E0005542
PROO DIRECT	\$ 2,994.00	PCARD
PROTEC DESIGN INC	\$ 9,931.56	E0005541
Quor Group LLC DBA Takeform	\$ 8,601.62	E0005455
ROSTER COMMUNITY TECHNICAL	\$ 5,300.00	5006000
Secian Financial Group, Inc.	\$ 20,462.63	E0005572
SIKIH LLP	\$ 528,342.67	9000941
SPECRUM	\$ 5,000.00	PCARD
STES CONTRACT COMMERCIAL	\$ 71,515.99	E0005545
STRG LAW LLC	\$ 8,811.00	E0005576
TECSMITH	\$ 5,229.71	E0005548
TEOURCE TOOLS INC	\$ 24,084.00	E0005549
UK	\$ 73,604.79	9000957
ULINE	\$ 12,228.63	5006063
ULINESHIP SUPPLIES	\$ 2,733.17	PCARD
ULINSHIP SUPPLIES	\$ 2,986.87	PCARD
UNIT STATES POSTAL SERVICE	\$ 4,000.00	5006096
US ONI TSACG COMPLIANCE SERVICE	\$ 14,115.00	9000945
US ONI TSACG COMPLIANCE SERVICE	\$ 14,115.00	9000962
VANETER INC	\$ 6,472.87	E0005502
VANETER INC	\$ 12,822.83	E0005579
VANGRD COMPUTERS	\$ 61,978.00	E0005555
VMWE REN* RT NATIONAL	\$ 4,500.00	PCARD
W S DLEY CO	\$ 3,242.00	5006030
W S DLEY CO	\$ 23,146.10	5006065
WAESHA COUNTY TECHNICAL COLLEGE	\$ 4,947.35	E0005464
WAESHA COUNTY TECHNICAL COLLEGE	\$ 5,635.50	E0005504
WAESHA COUNTY TECHNICAL COLLEGE	\$ 18,460.70	E0005583
WAESHA COUNTY TECHNICAL COLLEGE	\$ 55,810.36	E0005558
Weberapital Restoration Inc.	\$ 8,398.97	5006031
Westn Foundation	\$ 3,395.88	E0005465
WI SCF	\$ 3,243.35	5006034
Willis Landscaping	\$ 3,362.50	5006067
Wieating & Ventilating	\$ 48,918.00	5006068
WISCNSIN DEPARTMENT REVENUE	\$ 64,335.42	9000948
WISCNSIN DEPARTMENT REVENUE	\$ 66,335.15	9000963
Wiscin Library Services Inc	\$ 25,528.28	E0005509

<u>Vendr</u>	<u>Amount</u>	<u>Check #</u>
WISCNSIN RETIREMENT SYSTEM	\$ 419,087.36	9000964
Xcelnergy	\$ 3,290.15	5006024
Xcelnergy	\$ 77,262.92	5006057
YWC La Crosse, Inc.	\$ 3,910.00	E0005587

Western Technical College						
Capital Projects Report-Completed Projects						
as of 08/31/2025						
Project #	Project Name	Actual Amount Borrowed	Amount Transferred / Revenue Received	Total Revenue for Project	Total Cost of Project	Date Closed
	New Construction, Property, Remodeling & Site Improvements					
C23100	Electric Vehicle Charging Station-Viroqua	70,000.00	(4,808.12)	65,191.88	65,191.88	12/31/2024
C23310	Learning Commons-Transom Windows	240,000.00	(19,411.53)	220,588.47	220,588.47	11/30/2024
C23503	Walk in Cooler/Freezer-Union Market	50,000.00	56,582.90	106,582.90	106,582.90	09/30/2024
C23700	Dust Collection System-ITC	450,000.00	(13,910.62)	436,089.38	436,089.38	03/31/2025
C23800	La Crosse Medical Health Science Ctr-Phase 2	215,000.00	(47,011.53)	167,988.47	167,988.47	01/31/2025
C24425	Tomah Industrial Lab Renovation	-	100,744.78	100,744.78	100,744.78	08/31/2024
C25506	Wellness Center-Studio Flooring	-	40,988.28	40,988.28	40,988.28	02/28/2025
C24550	Sparta Geo Well Repair	-	20,086.25	20,086.25	20,086.25	08/31/2024
C25560	Roof Hatches-DMI Grant	-	24,814.00	24,814.00	24,814.00	02/28/2025
C24600	Int Technology Ctr-Restroom Doors	-	87,479.33	87,479.33	87,479.33	08/31/2024
C24610	6th Street Stone Replacement	-	9,480.66	9,480.66	9,480.66	11/30/2024
C24700	Coleman Remodel	-	307,224.01	307,224.01	307,224.01	03/31/2025
C24775	Admin Center-Gym Wall Protection & Volleyball System	-	66,246.68	66,246.68	66,246.68	09/30/2024
C24800	Kumm Ctr-West End Landscaping Upgrades	-	56,238.10	56,238.10	56,238.10	09/30/2024
C24850	Admin Gym-Electric Basketball hoops	-	21,857.09	21,857.09	21,857.09	09/30/2024
C25279	Regional Campus Parking Lot Upgrades	45,000.00	(2,113.99)	42,886.01	42,886.01	02/28/2025
C25900	Donor/History Walls	-	24,666.86	24,666.86	24,666.86	06/30/2025
C99240	Minor Projects-FY24	50,000.00	38,736.51	88,736.51	88,736.51	08/31/2024
C99245	Exterior Signage-FY24	30,000.00	(29,614.78)	385.22	385.22	08/31/2024
Total New Construction, Property, Remodeling & Site Impr Completed Projects		1,150,000.00	738,274.88	1,888,274.88	1,888,274.88	
	Equipment & Furnishings					
C23519	Residence Hall Furniture	325,000.00	(13,908.66)	311,091.34	311,091.34	08/31/2024
C24710	Coleman Project-Equipment and Furnishings	-	90,176.68	90,176.68	90,176.68	12/31/2024
C25540	Campus Benches	-	27,396.35	27,396.35	27,396.35	12/31/2024
C25550	Total Admin Ctr 1st Floor Redesign	-	14,101.32	14,101.32	14,101.32	05/31/2025
C99241	Minor Furnishings & Equipment-FY24	50,000.00	(15,348.78)	34,651.22	34,651.22	08/31/2024
C99244	Security Equipment-FY24	20,000.00	(16,713.26)	3,286.74	3,286.74	08/31/2024
Total Equipment & Furnishings Completed Projects		395,000.00	85,703.65	480,703.65	480,703.65	
Total Completed Projects in FY25		1,545,000.00	823,978.53	2,368,978.53	2,368,978.53	

Western Technical College										
Capital Projects Report-Current Projects										
As of 08/31/2025										
Project Name	Debt Issue	Actual Amount Borrowed	Amount Transferred	Proposed Transfers	Donations / Other Revenue	Future Borrowings	Total Revenue	Actual Expenditures to Date	Total Estimated Future Costs	(Over) / Under
Land and New Construction										
La Crosse Property Acquisitions/Footprint-FY24	2024A	50,000.00	152,122.94	-	-	-	202,122.94	157,887.35	44,235.59	-
Wanek Ctr of Innovation-Alt #2-Additions-South&North Towers	Donor Funded	-	-	-	832,700.00	-	832,700.00	554,746.27	277,953.73	-
Automotive Technology Center-Addition	2025B	1,250,000.00	-	-	125,000.00	-	1,375,000.00	857,628.54	517,371.46	-
Mauston Property-Sale of Land	None	-	(25,000.00)	-	25,000.00	-	-	-	-	-
Total Land and New Construction		1,300,000.00	127,122.94	-	982,700.00	-	2,409,822.94	1,570,262.16	839,560.78	-
Remodeling & Site Improvements										
Sparta-Additional Parking (20 spaces)	2024B-Reserve	-	100,000.00	-	-	-	100,000.00	86,536.00	13,464.00	-
Wanek Center of Innovation-Elevator-North End	2024A&2025A	220,000.00	-	-	-	-	220,000.00	194,765.70	25,234.30	-
Wanek Center of Innovation-Alt #6-HVAC	2024A/2025A&Donor	665,000.00	128.00	-	77,372.00	-	742,500.00	628,172.26	114,327.74	-
Wanek Center of Innovation-Restrooms	2024A	295,000.00	(108,000.00)	-	-	-	187,000.00	161,500.00	25,500.00	-
Wanek Ctr of Innovation-Base Bid-Interior Renovations	Donor Funded	-	-	-	2,693,985.41	-	2,693,985.41	2,246,840.33	515,021.33	(67,876.25)
Wanek Ctr of Innovation-Alt #1-Exterior Upgrades	Donor Funded	-	-	-	466,400.00	-	466,400.00	245,149.68	221,250.32	-
Wanek Ctr of Innovation-Alt #3-Roofing (South&North Towers)	Donor Funded	-	-	-	482,900.00	-	482,900.00	354,492.50	128,407.50	-
Wanek Ctr of Innovation-Alt 7A-Exterior Bldg Signage & electrical	Donor Funded	-	-	-	158,400.00	-	158,400.00	74,378.16	84,021.84	-
Business Educ Center-Alt 7B-Monument Sign (LaCrosse&8th St)	Donor Funded	-	-	-	5,030.00	-	5,030.00	-	5,030.00	-
Wanek Ctr of Innovation-Alt 7C-Monument Sign (Badger&8th St)	Donor Funded	-	-	-	57,970.00	-	57,970.00	27,535.75	30,434.25	-
Wanek Ctr of Innovation-Alt 7D-Interior Signage	Donor Funded	-	-	-	126,500.00	-	126,500.00	98,325.00	28,175.00	-
Wanek Ctr of Innovation-Alt B1-Addl Electrical Panel Replacement	2025A	75,000.00	900.00	-	-	-	75,900.00	60,728.75	15,171.25	-
Wanek Ctr of Innovation-Alt-HVAC Controls (not part of bid-WHV)	2025A	85,000.00	(1,400.00)	-	-	-	83,600.00	71,865.00	11,735.00	-
Wanek Ctr of Innovation-Alt #4-BIS Suite Renovations	2025A	60,000.00	6,460.00	-	-	-	66,460.00	69,500.13	7,410.35	(10,450.48)
Wanek Ctr of Innovation-A&E Fees	Donor&2025A	100,000.00	109,412.00	-	321,646.00	-	531,058.00	530,764.17	293.83	-
Student Success Center-Remodel-Summer 2025	2025D	1,500,000.00	-	-	-	-	1,500,000.00	657,780.68	842,219.32	-
Student Success Center-Chiller-Summer 2025	2025F & Rsrv	-	75,000.00	-	-	75,000.00	150,000.00	-	150,000.00	-
Student Success Center-Graphics-Summer 2025	2025B	15,000.00	-	-	-	-	15,000.00	-	15,000.00	-
The Space-Pre-work (Summer 2025)	None-Trf	-	50,000.00	-	-	-	50,000.00	-	50,000.00	-
Automotive Technology Ctr-Remodel	2025B&Rsrv&TBD	1,400,000.00	225,000.00	-	-	-	1,625,000.00	849,286.02	798,427.62	(22,713.64)
Automotive Technology Ctr-Exterior	2025C	1,500,000.00	-	-	-	-	1,500,000.00	857,995.55	649,980.34	(7,975.89)
Automotive Technology Ctr-HVAC	2025E&2025F&TBD	950,000.00	-	-	-	350,000.00	1,300,000.00	790,107.55	539,623.37	(29,730.92)
Automotive Technology Ctr-Roof	2025E	500,000.00	50,000.00	-	-	-	550,000.00	20,000.00	531,308.00	(1,308.00)
Automotive Technology Ctr-Graphics	2025F	-	-	-	-	15,000.00	15,000.00	-	15,000.00	-
Dental Simulation Lab	2025A&Donation	200,000.00	-	(24,767.18)	126,455.00	-	301,687.82	301,687.82	-	-
Res Hall-Casework & Safety Shutoffs for Stoves	2025F	-	-	-	-	85,000.00	85,000.00	18,712.69	67,023.77	(736.46)
Lunda Center-HVAC	2025F	-	60,000.00	-	-	800,000.00	860,000.00	466,025.88	393,974.12	-
Lunda Center-Carpeting	2025F	-	-	-	-	70,000.00	70,000.00	-	70,000.00	-
Lunda Center-Roofing	2025F	-	(25,000.00)	-	-	200,000.00	175,000.00	-	175,000.00	-
La Crosse Medical Health Science Ctr-future projects	None-Trf	-	47,011.53	-	-	-	47,011.53	-	47,011.53	-
Graphics-College Wide-FY25	2024A	25,000.00	(7,500.00)	(8,809.00)	-	-	8,691.00	-	8,691.00	-
Parking Lots-Auto/Diesel/Sparta/Viroqua	borrow in 2026	-	-	-	-	100,000.00	100,000.00	-	100,000.00	-
Integrated Tech Ctr Cooling Project-Summer 2026	borrow in 2026	-	-	-	-	250,000.00	250,000.00	-	250,000.00	-
Sparta-HVAC/Humidity Project-Summer 2026	borrow in 2026	-	-	-	-	100,000.00	100,000.00	-	100,000.00	-
Minor Projects-FY25	2025A	50,000.00	11,000.00	(35,537.79)	-	-	25,462.21	25,462.21	-	-
Exterior Signage-FY25	2024A	30,000.00	-	(30,000.00)	-	-	-	-	-	-
Minor Projects-FY26	2025E	50,000.00	-	-	-	-	50,000.00	-	50,000.00	-
Graphics-College Wide-FY26	2025F	-	-	-	-	25,000.00	25,000.00	-	25,000.00	-
Exterior Signage-FY26	2025F	-	-	-	-	30,000.00	30,000.00	-	30,000.00	-
Project Closing Account-Remodeling & Site Improvments	N/A	-	166,393.47	264,113.97	-	-	430,507.44	-	-	430,507.44
Total Remodeling & Site Improvements		7,720,000.00	759,405.00	165,000.00	4,516,658.41	2,100,000.00	15,261,063.41	8,837,611.83	6,133,735.78	289,715.80
				165k from fund bal-FY24 Interest Income		FY25 Interest-228k				

Western Technical College										
Capital Projects Report-Current Projects										
As of 08/31/2025										
Project Name	Debt Issue	Actual Amount Borrowed	Amount Transferred	Proposed Transfers	Donations / Other Revenue	Future Borrowings	Total Revenue	Actual Expenditures to Date	Total Estimated Future Costs	(Over) / Under
Equipment Projects										
Tomah Industrial Lab-Equipment										
5843-Furnishings	2023C	-	23,000.00	-	-	-	23,000.00	-	23,000.00	-
5845-Instructional Equipment	2023C	55,000.00	205,000.00	-	-	-	260,000.00	203,626.19	56,373.81	-
5844-Graphics	2023C	-	3,000.00	-	-	-	3,000.00	-	3,000.00	-
Total Tomah Industrial Lab-Equipment		55,000.00	231,000.00	-	-	-	286,000.00	203,626.19	82,373.81	-
Wanek Ctr of Innovation-IT Equip/Furnishings/Graphics										
5842-IT Equipment	2024A	388,000.00	-	-	-	-	388,000.00	397,931.77	-	(9,931.77)
5843-Furnishings	2024A	300,000.00	-	-	38,021.00	-	338,021.00	336,413.45	2,000.00	(392.45)
5844-Graphics	2024A	12,000.00	-	-	-	-	12,000.00	740.96	12,908.39	(1,649.35)
Total Wanek Ctr of Innovation-IT Equip/Furnishings/Graphics		700,000.00	-	-	38,021.00	-	738,021.00	735,086.18	14,908.39	(11,973.57)
Wanek Ctr of Innovation-Instructional Equipment										
5845-Instructional Equipment	2024A& 2025A& Donor	1,250,000.00	-	-	1,016,496.00	-	2,266,496.00	2,171,144.53	95,351.47	-
Total Wanek Ctr of Innovation-Instructional Equipment		1,250,000.00	-	-	1,016,496.00	-	2,266,496.00	2,171,144.53	95,351.47	-
Student Success Ctr-IT Equipment and Furnishings										
5842-IT Equipment	2025B	50,000.00	-	-	-	-	50,000.00	-	50,000.00	-
5843-Furnishings	2025B & 2025C	300,000.00	100,000.00	-	-	-	400,000.00	88,331.29	315,523.08	(3,854.37)
Total Student Success Ctr-IT Equipment and Furnishings		350,000.00	100,000.00	-	-	-	450,000.00	88,331.29	365,523.08	(3,854.37)
Automotive Tech Ctr-IT Equip/Furnishing/Instructional Equipment										
5842-IT Equipment	2025B&2025C	195,000.00	-	-	-	-	195,000.00	55,692.51	139,307.49	-
5843-Furnishings	2025B	50,000.00	15,000.00	-	30,000.00	-	95,000.00	41,218.11	88,372.16	(34,590.27)
5845-Instructional Equipment	2025B&2025C&Re	200,000.00	100,000.00	-	-	-	300,000.00	-	300,000.00	-
Automotive Tech Ctr-IT Equip/Furnishing/Instructional Equipment		445,000.00	115,000.00	-	30,000.00	-	590,000.00	96,910.62	527,679.65	(34,590.27)
Residence Hall Ranges										
5844-Non-Instructional Equipment	2025B	50,000.00	-	-	-	-	50,000.00	40,639.74	9,360.26	-
Total Residence Hall Ranges		50,000.00	-	-	-	-	50,000.00	40,639.74	9,360.26	-
Lunda Center-IT Equipment Replacment										
5842-IT Equipment	2025B&Trf	300,000.00	110,000.00	-	-	-	410,000.00	304,829.59	105,170.41	-
Total Lunda Center-IT Equipment Replacement		300,000.00	110,000.00	-	-	-	410,000.00	304,829.59	105,170.41	-

Western Technical College
Capital Projects Report-Current Projects

As of 08/31/2025

Project Name	Debt Issue	Actual Amount Borrowed	Amount Transferred	Proposed Transfers	Donations / Other Revenue	Future Borrowings	Total Revenue	Actual Expenditures to Date	Total Estimated Future Costs	(Over) / Under
Minor Furnishings & Equipment-FY25										
5842-IT Equipment	2024A	10,000.00	-	(10,000.00)	-	-	-	-	-	-
5843-Furnishings	2024A	40,000.00	-	(27,659.90)	10,000.00	-	22,340.10	22,340.10	-	-
5844-Non-Instructional Equipment	None-Trf	-	7,000.00	17,353.58	-	-	24,353.58	24,353.58	-	-
Total Minor Furnishings & Equipment-FY25		50,000.00	7,000.00	(20,306.32)	10,000.00	-	46,693.68	46,693.68	-	-
Security Equipment-FY25										
5842-IT Equipment (Cameras)	2024A	20,000.00	-	(20,000.00)	-	-	-	-	-	-
Total Security Equipment-FY25		20,000.00	-	(20,000.00)	-	-	-	-	-	-
Minor Furnishings & Equipment-FY26										
5842-IT Equipment	2025B	10,000.00	-	-	-	-	10,000.00	-	10,000.00	-
5843-Furnishings	2025B	40,000.00	-	-	-	-	40,000.00	-	40,000.00	-
Total Minor Furnishings & Equipment-FY26		50,000.00	-	-	-	-	50,000.00	-	50,000.00	-
Security Equipment-FY26										
5842-IT Equipment (Cameras)	2025B	20,000.00	-	-	-	-	20,000.00	-	20,000.00	-
Total Security Equipment-FY26		20,000.00	-	-	-	-	20,000.00	-	20,000.00	-
Project Closing Account-Equipment										
5842/5843/5844-IT Equip,Furnishings,Graphics,Non-Instr Equip	N/A		183,922.64	90,306.32	-	-	274,228.96	-	-	274,228.96
Total Project Closing Account-Equipment		-	183,922.64	90,306.32	-	-	274,228.96	-	-	274,228.96
							FY25 Interest			
							\$75,000			
Total Equipment Projects		3,290,000.00	746,922.64	50,000.00	1,094,517.00	-	5,181,439.64	3,687,261.82	1,270,367.07	223,810.75
Total All Current Projects		12,310,000.00	1,633,450.58	215,000.00	6,593,875.41	2,100,000.00	22,852,325.99	14,095,135.81	8,243,663.63	513,526.55
				50k from fund bal						
				FY24 interest income						

WESTERN TECHNICAL COLLEGE DISTRICT

ISSUE PAPER

- Topic:** New Program Development – Concept Review – Associate Degree, Food, Industrial, and Environmental Laboratory Technician
- Issue:** There is a current labor market need within Western’s district and the state of Wisconsin for workers with demonstrated knowledge in food/beverage, industrial, and environmental laboratory science who are also skilled with hands-on laboratory techniques. In response to this need, we are proposing the creation of a new program, “Food, Industrial, and Environmental Laboratory Technician”, to meet this need.
- Background:** Laboratory science can be separated into two broad categories, medical and non-medical. Currently, Western offers an Associate degree program (Medical Laboratory Technician [MLT]) in medical laboratory science that specifically trains students to enter the medical laboratory setting. Training offered in this program is unique to that setting and provides a broad understanding of specimen collection, handling, and processing, diagnostic testing, and the detection, characterization, and monitoring of human diseases. Western’s MLT program produces qualified graduates and serves as a consistent and reliable employment stream for our community healthcare partners. In contrast, non-medical laboratory science includes sectors such as food and beverage, industrial, agricultural, and environmental. Despite the need, Western currently has no program offerings that provide training in these areas which focus primarily on assessing quality and safety of food, drink, and their component ingredients, public safety, and adherence to environmental and/or industrial standards and regulations. The training provided by the proposed program will provide students with broad training in non-medical chemical and biological sciences (laboratory based), math, business, general education and will serve to complement Western’s existing MLT program. Conversations with several community stakeholders (two letters of support attached) confirmed the need for workers with this training. These stakeholders also indicated their willingness to support by providing community-based learning opportunities, serving in an advisory role on curriculum, and supporting the program in other ways as needed. **It is also important to note that, because this program is comprised primarily of courses already taught at Western, no new faculty are required to support it. In addition, we are pursuing “Developing Markets” grant funding to help establish this program.**
- Recommendation:** Approve the submitted Concept Review for the Associate Degree program, “Food, Industrial, and Environmental Laboratory Technician” necessary for consideration at the Wisconsin Technical College System Board meeting in October 2025.

New Hires, Appointments September 2025

New Hires:

Position filled	Division	FT/PT	Effective Date	Employee	Apps Received/ Interviewed
DataCenter Administrator	Finance & Operations	FT	9/8/25	Keith Jensen	36/5
Instructor – ELL LTE (6/30/26)	Student Services Engagement	FT	9/22/25	Oresta Felts	7/3
Instructor – IOT	Academic Affairs	FT	10/1/25	Jerry Vongkhamsey	11/3
Instructor – Accounting	Academic Affairs	FT	10/13/25	Jacob Parker	10/3
Instructor – Sociology	Academic Affairs	FT	1/1/26	Stephanie Kan	45/4

Promotions & Appointments:

Position filled	Division	FT/PT	/Effective /Date	Employee	Apps Received/ Interviewed
Clinical Simulation Coord. <i>Previously adjunct HPS</i>	Academic Affairs	FT	10/1/25	Amanda Kind	6/3
Campus Community Safety Officer <i>Previously part-time safety officer</i>	Student Services & Engagement	FT	9/17/25	Kelsey Meston	3/0
Admissions Coach LTE (6/30/26) <i>Previously Admissions Coach Community Outreach Specialist</i>	Student Services & Engagement	FT	9/8/25	Stefani Haar	Appointment

Retirements, Resignations, and Terminations September 2025

Retirements

Position	Division	Effective Date	Employee
Instructor - Electromechanical	Academic Affairs	12/15/25	Ron Petersen

Resignations

Position	Division	Effective Date	Employee
Manager of Student Equity Initiatives	Student Services & Engagement	10/17/25	Linh Nguyen
Purchasing Agent	Finance & Operations	9/23/25	Jessica Hytry

Memorandum of Understanding Between Western Technical College and the Western Technical College Foundation

THIS MEMORANDUM OF UNDERSTANDING, is made as of this 17th day of June 2025, by and between the Western Technical College Foundation, Inc., a Wisconsin nonstock corporation that is exempt from federal income taxation because it is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) (the “Foundation”), and Western Technical College (“Western”). The Foundation and Western sometimes are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Foundation was organized and incorporated in 1972 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of Western;

WHEREAS, the Foundation exists to raise and manage private resources supporting the mission and priorities of Western, and to provide opportunities for students to experience institutional excellence currently unavailable with state funds;

WHEREAS, the Foundation is dedicated to supporting the scholarship, staff development, long-term academic, and other priorities of Western;

WHEREAS, the Foundation is a separately incorporated nonstock corporation, organized and operated for charitable and educational purposes within the meaning of Section 501(c)(3) of the Code, and is responsible for identifying and nurturing relationships with potential donors and other friends of Western; soliciting cash, securities, real and intellectual property, and other private resources for the support of Western; and acknowledging and stewarding such gifts in accordance with donor intent and the Foundation’s fiduciary responsibilities;

WHEREAS, the Foundation seeks to make use of, and Western desires to provide, certain resources of Western, including but not limited to office space, equipment, and certain services of Western’s staff, to assist in the fulfillment of the Foundation’s tax-exempt purposes;

WHEREAS, Western recognizes that the Foundation's development and fundraising efforts on Western’s behalf will eventually allow the Foundation to self-sufficiently operate without the need for support from Western; and

WHEREAS, Western and the Foundation expect that Western will benefit many times over the support provided to the Foundation under this Memorandum of Understanding through future Foundation support of Western and its priorities, including through grant and scholarship funds.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

I) Acknowledgements. The Parties acknowledge and affirm each of the following statements:

- A) The Western Technical College District Board is responsible for overseeing the mission, leadership, and operations of Western;
- B) The Western Technical College District Board is responsible for setting priorities and long-term plans for Western;
- C) The Western Technical College District Board is legally responsible for the performance and oversight of all aspects of Western operations;
- D) The Foundation Board of Directors is responsible for the control and management of all assets of the Foundation, including the prudent management of all gifts, consistent with donor intent;
- E) The Foundation is responsible for the performance and oversight of all aspects of its operations;
- F) The Foundation is an independent entity with the authority to keep all Foundation records and data confidential, consistent with applicable law;
- G) Western shall establish and enforce policies that support the Foundation's ability to protect the privacy and confidentiality of donor records;
- H) The President of Western shall serve as ex-officio, non-voting member of the Foundation Board and shall assume a prominent role in the Foundation's fundraising activities, as agreed upon by the Parties; and
- I) Western's senior leadership shall not serve as board members on the Foundation Board. If there are members of the Western Technical College District Board ("District Board") that also serve as members on the Foundation Board, then those members shall also be voting members on the Foundation Board. If an issue or matter that is brought to the Foundation Board is a direct conflict of interest with the duties of the members on the District Board, or could be a perceived conflict of interest, then such members of the Foundation Board will abstain from voting on the issue or matter.
- J) No more than two (2) members of the Western Technical College District Board shall concurrently serve as members of the Western Technical College Foundation Board of Directors.
- K) No more than one (1) current employee of Western Technical College may serve on the Western Technical College Foundation Board of Directors at any given time, and that individual shall not serve as President of the Board.

II) Western Responsibilities. Western shall have the following duties and responsibilities to the Foundation under this Memorandum of Understanding (the "Western Services"):

- A) Shared Employees. Western shall make available to the Foundation the services of certain of its employees (each, a "Shared Employee") to perform a variety of administrative,

program, and other similar functions for the Foundation. Each Shared Employee shall remain the employee of Western for purposes of payroll, employment, or income taxes, Social Security, worker's compensation, unemployment insurance, pension or welfare benefit plans, and any other purpose. The terms and conditions of each Shared Employee's employment shall be governed by Western's standard personnel processes and labor agreements. During the time that a Shared Employee is performing services for the Foundation, such Shared Employee shall be under the control and direction of the Foundation. Notwithstanding the foregoing, Western, with input from the Foundation Executive Committee, shall have the ultimate authority and control over the evaluation, discipline, and potential termination of each Shared Employee and shall not be obligated to retain any Shared Employee.

- B) Office Space. Western will provide appropriate office space for the shared employees.
- C) Office Equipment. Western shall furnish and maintain in good working condition such office furniture, computers, and equipment as is reasonable and appropriate to support the Foundation's purposes.
- D) Electronic Support. Solely in connection with the performance of the Foundation Services, as defined in Paragraph III) below, Western shall allow the Foundation to use Western's web domain for email and other applicable electronic services, including to host website pages for the Foundation, subject to Paragraph II) E) below.
- E) Access to Records. Western shall provide the Foundation with access to data and records reasonably necessary to support the performance of the Foundation Services, including, but not limited to, the names and contact information for students, alumni (except for those alumni who indicate to Western that they opt-out of communication, solicitation and event programs), and current and retired faculty and staff. The data will be transferred on a regular basis electronically to the scholarship management system, ~~Academic Works~~, or through other electronic means the Parties mutually agreed upon. Under FERPA the Foundation shall be considered to have a legitimate educational interest in student information and disclosures shall be of directory information or in connection with financial aid for which the student has applied or which the student has received. Any sharing of student information shall at all times comply with the requirements of FERPA.
- F) Coordination of Efforts. Western's President shall be responsible for communicating Western's priorities and long-term plans, as approved by the Western Board, to the Foundation. Western's President also will work in conjunction with the Foundation Board and the Foundation's Executive Director to identify, cultivate, and solicit prospects for private gifts. In addition, Western shall work together with the Foundation in good faith during Western's strategic planning process. Western recognizes that the Foundation bears major responsibility for fundraising; accordingly, Western representatives will coordinate fundraising initiatives, including major gifts solicitations, with the Foundation.
- G) Use of Western's Name and Logo. The Foundation is hereby granted a royalty-free, limited, nonexclusive and nontransferable right to use the name of Western, logo, and other marks to identify the Foundation as an organization whose mission is to support Western, provided the Foundation acts in accordance with the terms and conditions of this Memorandum of Understanding and its Articles of Incorporation and Bylaws. The

Foundation shall not transfer, assign, or delegate to any other person its right or authority to use the Western name, logo, or other marks, unless it obtains the prior written consent of Western. The Foundation shall cease all use of the Western name immediately upon the occurrence of any of the following: (a) the Foundation ceases to exist; (b) the Foundation ceases to be a nonstock corporation or to be recognized by the Internal Revenue Service as an organization exempt from federal income taxation because it is described in Section 501(c)(3) of the Code; or (c) Western, in its sole discretion, directs the Foundation to cease such use.

III) Foundation Responsibilities. The Foundation shall have the following duties and responsibilities to Western under this Memorandum of Understanding (the “Foundation Services”):

- A) The Foundation shall create an environment conducive to increasing levels of private support for the mission and priorities of Western.
- B) The Foundation, in consultation with Western’s senior leadership team, shall be responsible for planning and executing comprehensive fund-raising and donor-acquisition programs in support of Western’s mission. These programs shall include annual giving, major gifts, planned gifts, special projects, and campaigns as determined to be appropriate by the Foundation with input from Western.
- C) The Foundation will establish, adhere to, and periodically assess its gift-management and acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the Foundation and Western and provide appropriate recognition and stewardship of such gifts.
- D) The Executive Director of the Foundation shall work together in good faith with Western’s Senior Leadership Team and other management and personnel of Western in furtherance of the purposes of this Agreement.
- E) The Foundation shall establish and enforce policies to protect donor confidentiality and rights.

IV) Operational Guidelines.

- A) Separation of Liabilities. Western and the Foundation are independent entities, and neither will be liable for the other's contracts, torts, or other actions or omissions, or those of the other's trustees, directors, officers, employees or agents. This Memorandum of Understanding shall not be construed to constitute either Party as a partner, agent, joint venture or representative of the other Party. The Parties shall not make any contract or representation, nor incur any liability or obligation whatsoever, on behalf of or in the name of the other Party.
- B) Non-Assumption of Liabilities. Neither Party shall, by entering into this Memorandum of Understanding, assume or become liable for any of the existing or future obligations, liabilities, debts directly or indirectly attributable to the other Party, except as otherwise expressly provided by this Memorandum of Understanding.

- C) Separateness of Foundation and Western Funds. Foundation funds shall be kept separate from Western funds. No funds, assets, or liabilities may be transferred directly or indirectly from one Party to the other without prior notice to applicable representatives of the other Party, except as otherwise provided in this Memorandum of Understanding. The Parties agree to cooperate and provide documentation and information on any transfers upon reasonable request.
- D) Separateness of Annual Financial Statement and Audit & Annual Reports. Western and the Foundation shall separately prepare their annual financial statements in accordance with the Government Accounting Standards Board (GASB) for Western and Generally Accepted Accounting Principles (GAAP) for the Foundation. Each of Western and the Foundation shall conduct an annual audit. The Foundation will provide Western with a copy of the Foundation's annual audited financial statements and management letters.

V) Foundation Financial and Investment Policies.

- A) Deposit and Transfer of Funds. If determined to be in furtherance of the Foundation's tax-exempt purposes by the Foundation Board, the Foundation will transfer funds to a designated entity or division within Western in compliance with applicable laws, Western policies, and gift agreements.
 - a) Funds Donated to the Foundation: If a check or other gift instrument is payable to the Foundation, the funds belong to the Foundation. If a check or other gift instrument does not specifically name the Foundation, but other documented extrinsic evidence otherwise indicates the donor's intent to gift to the Foundation, the gift must be deposited with the Foundation. The intent of a donor is to support projects and programs of Western, thus the funds are managed by the Foundation for support of Western. Only the Foundation Board, or its designee, can approve a transfer of Foundation funds to Western, and Western has no authority to direct the Foundation to transfer funds to Western.
 - b) Funds donated to Western: Wisconsin Statutes prohibit reassignment of donations from Western to the Foundation. If a check or other gift instrument is payable to Western, the funds belong to Western and must be deposited by Western. However, for any donation, it is necessary to establish donor intent. If a check or gift instrument names Western, but there is documented extrinsic evidence establishing donor intent to direct the check or gift to the Foundation, then the check or the gift are Foundation funds and must be deposited with the Foundation. If a check or gift instrument names Western and no documented extrinsic evidence establishing donor intent to direct the check or the gift to the Foundation, then the check or gift are Western funds and must be deposited by Western. Such funds must not be deposited with or transferred to the Foundation as a means of avoiding state law requirements and restrictions on the use of state funds. It is recognized that once funds are received by Western, they are fully subject to all state law requirement and restrictions.
- B) The Foundation's disbursements to Western must be consistent with donor intent, UPMIFA, and Section 501(c)(3) of the Code and must not conflict with applicable laws. The Foundation shall establish internal controls and other enterprise risk management practices commensurate with the Foundation's Board's fiduciary responsibility.

- C) The Foundation's investment policy is the sole responsibility of and is approved by the Foundation Board. The Foundation shall receive, hold, manage, invest, and disburse contributions of cash, securities, patents, copyrights, and other forms of property, including immediately vesting gifts and deferred gifts that are contributed to the form of planned and deferred-gift instruments.
- D) The Foundation shall adhere to and periodically assess prudent asset allocation, disbursement, and spending policies in accordance with applicable federal and state laws including UPMIFA and UPIA.
- E) The Foundation shall have policies or controls, as the case may be, that define the circumstances in which Western employees can approve transactions and enter into obligations on behalf of the Foundation. These policies or controls, as the case may be, must define circumstances for which pre-approval and/or post-transaction review by the Foundation Board is required.
- F) Flexibility
 - 1) The Foundation may engage in other activities such as purchasing, developing, or managing real estate. It also may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt, or engage in other activities to increase Foundation revenue with no direct connection to Western's purpose.
 - 2) When distributing funds to Western, the Foundation will disclose any terms, conditions, or limitations imposed by donor or legal determination on the gift. Western will abide by such restrictions and provide appropriate documentation.

VI) Payment & Administrative Fee.

- A) In consideration of the services and support to be provided to the Foundation by Western, the Foundation shall annually pay a fee of 1.5% of the April 30 balance of established endowed funds to Western.

VII) Other Important Terms

- A) Budgets. The Foundation is responsible for establishing an annual operating budget and plan to coincide with Western's budgeting process, **prior to July of each year**. The Foundation is also responsible for establishing a plan to underwrite the costs of special fundraising events or campaigns outside of its normal operations, a budget plan for scholarships, special needs, staff development, etc., for approval by the Foundation Board in October of each year. Decisions to add or delete personnel will be determined by Western, with input from the Foundation's Executive Committee, as a part of Western's regular budgeting process.
- B) Tax-Exempt Status. Western recognizes that the Foundation is an organization described in Section 501(c)(3) of the Code. Western agrees that it will impose no costs on the Foundation or take any other action that would impair or jeopardize the Foundation's status as a tax-exempt organization described in Section 501(c)(3) of the Code. Western agrees to work in good faith with the Foundation to maintain the Foundation's good standing as a

Wisconsin nonstock corporation and an organization described in Section 501(c)(3) of the Code. In the event that the Internal Revenue Service or any other regulatory authority questions the provisions of this Memorandum of Understanding such that either Party is in danger of being subjected to taxes, penalties, or revocation of exempt status, as the case may be, either Party unilaterally may amend this Memorandum of Understanding to address any issues raised by such authority in writing. Each Party agrees to share the relevant portion of any such communication from such authority with the other Party. If either Party makes any amendment to this Memorandum of Understanding pursuant to this Paragraph, it immediately shall notify the other Party thereof. Within fifteen (15) calendar days of such notice, the other Party shall elect to accept such changes or, if such changes are unacceptable, shall elect to terminate this Memorandum of Understanding pursuant to Section VII)D), below.

- C) Term. This Memorandum of Understanding shall commence on July 1, 2025, and shall terminate on June 30, 2028, unless renewed by mutual agreement of the Parties in writing or sooner terminated by either Party, as set forth in Paragraph VII) D) below.
- D) Amendment and Termination. If either Party believes that this Memorandum of Understanding should be amended, that Party may give written notice to the other Party of such belief and the Parties then agree to meet within 30 days of the date of such notice to discuss amending this Memorandum of Understanding. Either Party may terminate this Memorandum of Understanding at all other times by giving the other Party prior written notice of not less than 6 months before the desired termination date. In the event either Party terminates this Memorandum of Understanding, the Parties agree to promptly return any tangible or intangible property in their possession, custody or control to the owner thereof.
- E) Notices. Any and all notices, demands, and communications provided for herein or made hereunder shall be given in writing and shall be deemed given to a Party at the earlier of (i) when actually delivered to such Party; or (iii) when mailed to such Party by registered or certified U.S. Mail (return receipt requested) or sent by overnight courier, confirmed by receipt, and addressed to such Party at the address designated below for such Party (or to such other address for such Party as such Party may have substituted by notice pursuant to this Section.
 - 1) If to Foundation: Executive Director
Western Technical College Foundation
400 Seventh Street North, La Crosse, WI 54601
 - 2) If to Western: President
Western Technical College
400 Seventh Street North, La Crosse, WI 54601
- F) Entire Agreement. This Memorandum of Understanding constitutes the entire agreement between the Parties. Modifications, amendments or additions to this Memorandum of Understanding must be made in writing and signed by both Parties to be effective.

- G) Non-Waiver. Inaction or failure to demand performance of the terms hereof shall not be deemed a waiver of any provision of this Memorandum of Understanding. No waiver of any breach of any provision of this Memorandum of Understanding shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or modification of this Memorandum of Understanding shall be effective unless contained in a writing executed by each of the Parties.
- H) Authority. The Parties hereto represent that each has the authority to execute this Memorandum of Understanding, to enter into transactions contemplated by this Memorandum of Understanding and to perform its obligations under this Memorandum of Understanding,
- I) Binding Agreement and Assignment. This Memorandum of Understanding, including all covenants, agreements, terms, and conditions contained herein, shall be binding upon, and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Neither Party shall assign, transfer, or convey any of the duties, rights or obligations of this Memorandum of Understanding without the written consent of the other Party. Any attempted assignment without that consent shall be void.
- J) Severability. If, for any reason, any provision of this Memorandum of Understanding is held invalid, such invalidity shall not affect any other provision of this Memorandum of Understanding not held invalid, and every other provision hereof shall continue in full force and effect. If any provision of this Memorandum of Understanding shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held invalid, and the rest of such provision, together with all other provisions of this Memorandum of Understanding, shall continue in full force and effect.
- K) Governing Law. This Memorandum of Understanding shall be construed pursuant to the internal laws of the State of Wisconsin.
- L) Counterparts/PDF Signatures. This Memorandum of Understanding may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and both of which taken together shall constitute one and the same agreement. Original signatures of the Parties on copies of this Memorandum of Understanding transmitted by facsimile or an electronic method that permits an image of the original signed document to be displayed (such as an email attachment in "portable document format"/PDF) shall be deemed originals for all purposes and shall be binding on the Parties.
- M) Headings. Paragraph and section headings in this Memorandum of Understanding are for convenience only and shall not be relied upon in construing the intent of this Memorandum of Understanding.
- N) This Memorandum of Understanding is intended to set forth policies and procedures that will contribute to the coordination of their mutual activities.

<Remainder of page intentionally left blank>

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

Western Technical College
District Board Chair

Date: _____

Western Technical College Foundation
President

Date: _____

Western Technical College
President

Date: _____

Western Technical College Foundation
Executive Director

Date: _____