



WESTERN IOWA TECH COMMUNITY COLLEGE BOARD MEETING

Date: Monday, June 13, 2022

Time: 4:00 pm

Location: WITCC Campus – Sioux City, Board Room A507

A joint meeting with the Western Iowa Tech Community College Board, the Northwest Area Education Agency Board of Directors, and the Northwest Iowa Community College Board of Directors will be held on Monday, June 13, 2022, at 5:00 pm in the ACE room (A113) on WITCC Campus, Sioux City, Iowa

WITCC Mission

As a comprehensive community college, our mission is to provide quality education and to economically enhance the communities we serve.

Board Members

Russell Wray, President | Tricia Sutherland, Vice President | Neal Adler | Bill Anderson | Blanca Martinez | Linnea Fletcher | Jeremy Ogle | Al Aymar | Derrick Franck

Brenda Wright, Board Secretary

Administration:

Terry Murrell, College President | Juline Albert, VP of Learning | Troy Jasman, VP of Finance and Administrative Services | Darin Moeller, Executive Dean of Instruction | Mike Logan, Dean of Information Technology | Jackie Plendl, Dean of Human Resources | Tawnya Beermann, Dean of Students | Christina Brandon, Interim Dean of Outreach and Information Technology

Presenters:

Dr. Erin Volk, Director of Institutional Research and Resource Development | Lora VanderZwaag, Registrar | Mark Munger, General Manager for KWIT | Carmen Wilson, Associate Dean – Corporate College

Item	Presenter
I. Call Meeting to Order	Russ Wray
II. Roll Call of Directors	Brenda Wright
III. Oral Communications	
IV. Written Communications	
A. Thank you – Kiwanis in addendum JUN-22-1, page 1	

Item	Presenter
B. Thank you – Denison Schleswig After Prom in addendum JUN-22-2, page 2	
C. Thank you – Cynthia Flammang in addendum JUN-22-3, page 3	
V. Consent Items	
A. The minutes of the regular Board of Directors meeting held May 9, 2022	
B. The Financial Report for May 2022 in addendum JUN-22-4, pages 4-10	
C. A list of General Fund bills in addendum JUN-22-5, pages 11-38. Additional bills may be presented at the Board Meeting.	
D. The Personnel Report Regular Appointments in addendum JUN-22-6a, pages 39-41. The Community and Continuing Education instructor list in addendum JUN-22-6b, pages 42-43. Additional Personnel Report may be presented at the meeting.	
E. Application and Certificate for Payment #2 in the amount of \$29,309.40 to HCI Construction for Water Curtain Project in addendum JUN-22-7, pages 44-45	
F. Application and Certificate for Payment #1 in the amount of \$8,075.00 to CW Suter Services for the Kiser Bldg. Chiller Replacement project in addendum JUN-22-8, pages 46-47	
G. Application and Certificate for Payment #6 in the amount of \$88,596.82 to Hasselhoff Construction, Inc. for the Cherokee Nursing Renovation Project in addendum JUN-22-9, pages 48-51	
<i>Motion needed for Consent Items</i>	
VI. Administrative Reports	
A. Graduation Report for Spring 2022 in addendum JUN-22-10, page 52-53	Tawnya Beermann Lora VanderZwaag
B. Summer Semester Credit Enrollment Report will be brought into the Board Meeting.	Terry Murrell
C. Resolution Approving Assignment and Assumption Agreement between Lopez Foods Inc., and Western Iowa Tech Community College in addendum JUN-22-11, pages 54-60 <i>Motion Needed</i>	Darin Moeller Carmen Wilson
D. SBDC Subcontract agreement with Iowa State University in addendum JUN-22-12, page 61-128 <i>Motion Needed</i>	Darin Moeller Carmen Wilson
E. OSHA Agreement in addendum JUN-22-13, pages 129-134 <i>Motion Needed</i>	Darin Moeller Carmen Wilson
F. KWIT KOJI Fundraising Campaign in addendum JUN-22-14, page 135	Troy Jasman Mark Munger
G. Project Closeout Applied Technology Partial Roof Replacement in addendum JUN-22-15, pages 136-139 <i>Motion Needed</i>	Troy Jasman
H. Sun Ridge Court Siding Proposal in addendum JUN-22-16, page 140 <i>Motion Needed</i>	Troy Jasman
I. Bellevue University Memorandum of Understanding in addendum JUN-22-17, pages 141-145	Troy Jasman

Item	Presenter
<i>Motion Needed</i>	
J. Board Policy Updates - 2 nd Reading – in addendum JUN-22-18, pages 146-148	Brenda Wright
<i>Motion Needed</i>	
K. Community Colleges for Iowa Report in addendum JUN-22-19, pages 149-150	Derrick Franck
L. President Report 1. FY22 Budget 2. Legislative Update 3. CC for Iowa Conference Registration 4. Career Academy Grant Update 5. WITCC In the News in addendum JUN-22-20, pages 151-154 6. Other	Terry Murrell
VII. Unfinished Business	
A. Individual Board Member comments	
B. July 11, 2022 – July Board meeting – Sioux City WITCC Campus – starting at 4:00 pm	
C. Community Colleges for Iowa Annual Conference will be held on July 20, 21, and 22, 2022 – on WITCC Sioux City Campus	
D. The August 8, 2022 – August Board meeting – Sioux City WITCC Campus -	
For more information about Student Activities on Campus, check out the Campus Calendar here	
VIII. Adjournment	
<i>Motion Needed</i>	

Strategic Initiatives 2021-2024

Advancing Our College by Instilling a Culture of Connection via~

Communication: Knowing Who We Are & What We Do

Collaboration: Cultivating Inclusion, Belonging, & Connection

Contribution: Empowering People Through Equitable Access & Involvement



Transformation



Engagement



Community



Harmony

WESTERN IOWA **TECH** VALUES



Kiwanis®

May 14, 2022

Terry Murrell
Western Iowa Tech Community College
4647 Stone Avenue
Sioux City, IA 51106

Re: Kiwanis Top 5% Banquet

Terry Murrell:

I'm writing to thank you for your support of the 64th Annual Kiwanis Top 5% Banquet held Wednesday, April 27, at the Sioux City Convention Center. Sponsor support is at the heart of the success of this event. It's important for these high performers to see and understand that many successful people have chosen to live and work in Siouxland; maybe they will want to do the same thing someday.

We are hoping for your continued support in the future. Enclosed is a banquet program. Thank you again.

Sincerely,

A handwritten signature in cursive script that reads "John Daniels".

John Daniels

2022 Top 5% Chairman
Sioux City Downtown Kiwanis Club

Enclosure

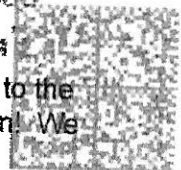
JUN 22 2

DES MOINES IA 500
Dear **WITCC**
7 MAY 2022 PM 4

Thank you for your donation to the Denison Schleswig After Prom. We appreciate the support of businesses and individuals like yourself to make this a special night for our students! Your donation helped us provide a safe and fun night for our students full of games, food, prizes, and making memories!

We appreciate **ALL** you do for our community!

Thank you,
Denison Schleswig After Prom
Committee



quodient
FIRST-CLASS MAIL
1301 Sellers Ln.
Des Moines, IA 51442

\$000.40⁰⁰
05/05/2022 ZIP 51442
0034031215870

US POST

WITCC
11 N. 35th St
Des Moines IA
50312



WITCC
Board,

Thank you for
the lovely retirement
dinner and social
hour. It was much
appreciated.

Cynthia
Hammock



WESTERN IOWA TECH COMMUNITY COLLEGE

BOARD MEETING MINUTES

Date: Monday, May 9, 2022

Time: 4:00 pm

Location: WITCC Campus – Sioux City, Board Room A507

WITCC Mission

As a comprehensive community college, our mission is to provide quality education and to economically enhance the communities we serve.

Board Members

Russell Wray, President | Tricia Sutherland, Vice President | Blanca Martinez | Linnea Fletcher | Jeremy Ogle | Al Aymar | Derrick Franck

Brenda Wright, Board Secretary

Absent: Neal Adler, Bill Anderson

Administration:

Terry Murrell, College President | Juline Albert, VP of Learning | Troy Jasman, VP of Finance and Administrative Services | Darin Moeller, Executive Dean of Instruction | Mike Logan, Dean of Information Technology | Jackie Plendl, Dean of Human Resources | Tawnya Beermann, Dean of Students | Christina Brandon, Interim Dean of Outreach and Information Technology

Presenters:

Carmen Wilson, Associate Dean of Corporate College | Sima Dabir, Associate Dean of Instruction | Logan Bishop, student | Corrina Bertness, student | Corrina Del Angel, student | Amber Pelsor, student | Nathalia Burgos, student | Bryana Mendez, student | Tiffany Riddell, student | Bill Clifford, Alumnus

Item

Meeting was called to order by Russell Wray at 4:00 pm.

Roll Call of the directors was taken by Brenda Wright

No oral communications were brought forward to the Board.

Two Written Communications were presented to the Board.

Consent Items were reviewed by board members. Derrick Franck made a motion to approve and it was seconded by Jeremy Ogle. All were in favor and the motion was carried.

Administrative Reports

Terry passed out certificates to honor the board members for Iowa School Board Recognition Week. Terry thanked them for their service.

Terry also presented a plan to the board for the Equity and Title IX Designations. Terry explained that we needed to update our designees. Jeremy made a motion to approve the designees listed in the memo. Tricia Sutherland seconded the motion. All members were in favor. Motion carried.

Item

Terry Murrell introduced Sima Dabir and her group of students to present the PTK International Awards Report. WITCC is #1 out of 1300 international chapters. Received many regional and international awards.

Mike Logan and Christina Brandon gave an IT Annual Update in addendum MAY-22-10, pages 41-42. This is the first annual report to the board. This report will shared many of the projects completed through Board-approved funding

Christina Brandon presented the Student Technology Purchase plan for 2022-2023 academic year. Tricia Sutherland made a motion to approve and it was seconded by Linnea Fletcher. All were in favor. Motion was carried.

Troy Jasman presented a list of After Prom Sponsorships that Western Iowa Tech donated to. The number of requests that we have received seems to be dwindling since COVID.

Troy Jasman and Carmen presented the bids and award for the 2022-1 Multiple Industrial Jobs Training Agreement and Resolutions. Requesting to accept the Robert Baird bid. Motion was made by Jeremy Ogle and seconded by Tricia Sutherland. All members were in favor and motion was carried and passed at 4:27 pm.

Troy Jasman also proseed the WITCC Gaylord Smith Building and Industrial Trade Center Building Storm Sewer Improvements Project to the Board. This project would improve the storm sewer near the Gaylord Smith building as well as the Industrial Trade Center building. Bids same under projection by the architects. Al Aymar made a motion to approve and it was seconded by Linnea Fletcher. All members were in favor. Motion carried.

Brenda Wright brought two board policy updates to the board for a first reading. These will also be brought to the next board meeting for approval.

Derrick Frank gave a summary from the last meeting with Community Colleges for Iowa. Community Colleges for Iowa is the new name for the Iowa Community College Association for Trustees (IACCT)..

Terry Murrell gave a President's Report

1. FY22 Budget

We are on task to hit our budget. We are preparing for next year's budget.

2. Legislative Update

No updates yet

3. IACCT Conference Registration

Registrations coming in. Please let us know if you are planning to attend.

4. Audit and Finance Committee

We are looking at creating an audit and finance committee for the board members. More information to come.

- I. Motion for adjournment was made by Linnea Fletcher and was seconded by Derrick Franck. All were in favor. Motion was carried. Meeting was adjourned at 4:36 pm

Russell Wray, Board President

Brenda Wright, Board Secretary

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WESTERN IOWA **TECH** VALUES

TO: Dr. Terry A. Murrell, President

FROM: Troy A. Jasman, Vice President of Finance
and Administrative Services/CFO 

DATE: June 8 2022

RE: **MAY 2022 FINANCIAL HIGHLIGHTS**

Executive Summary

General Fund revenues totaled \$1.2 million for the month of May and \$33.0 million year to date. The tuition and fee revenue of approximately \$1.6 million related to the College's summer semester is not reflected in this monthly report consistent with the prior years. At 93% of annual budget, revenues after eleven months are \$849K higher than the last year or +2.7%. Year to date revenue, as a percentage of the annual budget, continues to be attributable to the federal backfill monies to offset the reduction in tuition and fees due to the ongoing impact of the pandemic. Again, the funding is reflected as Other Income in the General Fund revenue. General Fund expenditures totaled \$3.3 million for the month and are consistent with budget expectations. As a result, the College's financial position lags that of the previous year with a decrease in the fund balance change from the prior year of \$226K. The fund balance change at the end of eleven months of operations is \$1.5 million.

Restricted Fund activity for the month consisted of routine New Jobs Training Program (NJTP) and grant transactions. Other transactions for the month of May were routine and as expected for the month.

Plant Fund revenue reflects property tax receipts of \$68K received in May. Plant Fund expenditures increased \$198K for the month mainly related to facility improvement projects as well as minor equipment.

Auxiliary Enterprise operations monthly revenues increased \$137K while expenditures increased \$250K for the month. Again, as mentioned last month, you may recall that last year the Bookstore operation transferred \$2.5 million in order to pay down the dormitory revenue bond as part of the refinancing. This is why the variance in the year to year fund balance change comparison is so great. Overall, the Auxiliary Enterprise operations show an increase in the fund balance change from the prior year of \$2.4 million.

Cash receipts totaled \$10.5 million for the month and included payments received for the summer session tuition and fees, property tax receipts, NJTP collections and federal grant proceeds. Also included in the total receipts are the transfers of principal and interest from the various College accounts to be available for the June 1, 2022 bond payments. The College's investment portfolio's overall yield at 0.23% was up from 0.20% of the previous month.

Western Iowa Tech Community College
 Unrestricted Fund Income Statement
 For the Eleven Month Period Ending May 31, 2022

	Current Year			Prior Year		
	FY2022 Budget	YTD Actual	% of Budget	FY2021 Budget	YTD Actual	% of Budget
REVENUES						
Student Fees	\$2,971,000	\$2,744,274	92%	\$3,363,250	\$2,844,749	85%
Tuition	13,571,500	12,652,477	93%	14,537,000	12,612,069	87%
Local Support	2,050,000	2,034,049	99%	1,900,000	1,991,259	105%
State Support	11,993,091	11,000,887	92%	11,633,773	10,668,006	92%
Federal Support	263,684	352,321	134%	412,429	414,003	100%
Sales & Services	204,500	225,560	110%	199,500	178,799	90%
Other Income	4,384,625	3,958,442	90%	3,016,058	3,409,753	113%
Total Income	\$35,438,400	\$32,968,010	93%	\$35,062,010	\$32,118,638	92%
EXPENDITURES						
Salaries & Related Costs	\$25,150,943	\$20,915,798	83%	\$24,802,181	\$20,341,859	82%
Services	5,736,110	5,279,786	92%	5,425,879	4,836,932	89%
Materials, Supplies & Travel	2,363,710	2,395,238	101%	2,303,718	2,090,097	91%
Other Current Expenditures	2,181,137	2,808,479	129%	2,375,232	3,062,945	129%
Capital Outlay	6,500	32,726	503%	155,000	24,358	16%
Total Direct Expense	\$35,438,400	\$31,432,027	89%	\$35,062,010	\$30,356,191	87%
Fund Balance Change	\$0	\$1,535,983		\$0	\$1,762,447	

92% of Year

Western Iowa Tech Community College
 Restricted Fund Income Statement
 For the Eleven Month Period Ending May 31, 2022

	Current Year			Prior Year		
	FY2022 Budget	YTD Actual	% of Budget	FY2021 Budget	YTD Actual	% of Budget
REVENUES						
Tuition	\$0	\$0	-	\$0	\$0	-
Local Support	5,195,869	5,152,688	99%	4,727,407	4,720,495	100%
State Support	2,304,532	2,225,071	97%	2,289,197	1,748,360	76%
Federal Support	11,822,375	10,933,481	92%	3,061,910	5,514,299	180%
Other Income	578,545	279,062	48%	758,958	298,840	39%
New Jobs Training Program	3,340,000	5,895,621	177%	3,340,000	6,204,578	186%
Total Income	\$23,241,321	\$24,485,923	105%	\$14,177,472	\$18,486,572	130%
EXPENDITURES						
Salaries & Related Costs	\$3,440,348	\$3,097,890	90%	\$3,453,821	\$2,866,380	83%
Services	4,203,978	3,390,968	81%	3,668,124	2,838,089	77%
Materials, Supplies & Travel	10,421,045	1,658,021	16%	2,038,295	1,276,571	63%
Other Current Expenditures	0	7,718,793	-	0	3,241,253	-
New Jobs Training Program	4,167,804	2,146,385	51%	4,205,027	1,008,859	24%
Capital Outlay	1,561,900	993,319	64%	1,324,415	441,909	33%
Total Direct Expense	\$23,795,075	\$19,005,376	80%	\$14,689,682	\$11,673,061	79%
Fund Balance Change	(\$553,754)	\$5,480,547		(\$512,210)	\$6,813,511	

92% of Year

Western Iowa Tech Community College
Plant Fund Income Statement
For the Eleven Month Period Ending May 31, 2022

	Current Year			Prior Year		
	FY2022 Budget	YTD Actual	% of Budget	FY2021 Budget	YTD Actual	% of Budget
REVENUES						
Property Taxes	\$2,050,000	\$2,034,049	99%	\$1,900,000	\$1,991,259	105%
Interest Income	26,000	30,593	118%	30,000	43,352	145%
Other Income	2,561,332	3,006,807	117%	3,203,008	5,934,387	185%
Total Income	\$4,637,332	\$5,071,449	109%	\$5,133,008	\$7,968,998	155%
EXPENDITURES						
Equipment	\$1,594,137	\$781,679	49%	\$1,828,984	\$1,014,690	55%
Buildings	2,775,000	472,791	17%	1,862,000	1,748,359	94%
Maintenance, Repairs & Supplies	100,000	46,512	47%	0	25,030	
Structural Improvements	100,000	1,230,759	1,231%	115,000	212,437	185%
Professional Services	725,000	385,904	53%	425,000	142,654	34%
Other Expenses	0	0		0	0	
Interest/Debt Service	678,777	189,756	28%	1,032,869	387,407	38%
Total Direct Expense	\$5,972,914	\$3,107,401	52%	\$5,263,853	\$3,530,577	67%
Fund Balance Change	(\$1,335,582)	\$1,964,048		(\$130,845)	\$4,438,421	

92% of Year

Note: Interest budget amounts include principal payments of \$470,000 and \$610,000 for FY2022 and FY2021, respectively. Fund balance change for FY2022 reflects use of existing funds of \$1,335,582, while fund balance change for FY2021 reflects use of existing funds of \$130,845.

Western Iowa Tech Community College
Auxiliary Enterprises
For the Eleven Months Ending May 31, 2022

Current Year Actual

	<u>Dorms</u>	<u>Bookstore</u>	<u>Auto Parts</u>	<u>Student Orgs & Clubs</u>	<u>Other *</u>	<u>Total</u>	<u>Prior YTD Total</u>
REVENUES							
Sales and Service	\$1,516,051	\$1,935,189	\$296,876	\$0	\$30,409	\$3,778,525	\$3,814,554
Miscellaneous	329,036	18,198	0	202,282	403,649	953,165	3,471,247
Total Revenues	<u><u>\$1,845,087</u></u>	<u><u>\$1,953,387</u></u>	<u><u>\$296,876</u></u>	<u><u>\$202,282</u></u>	<u><u>\$434,058</u></u>	<u><u>\$4,731,690</u></u>	<u><u>\$7,285,801</u></u>
EXPENDITURES							
Salaries & Related Costs	\$155,869	\$174,472	\$1,180	\$0	\$7,974	\$339,495	\$357,301
Service Expenditures	727,236	43,835	0	71,421	18,230	860,722	708,343
Materials & Supplies	15,274	14,313	22,766	76,819	49,415	178,587	173,605
Cost of Goods Sold	0	1,501,655	273,917	0	0	1,775,572	1,627,062
Utilities	0	0	0	0	0	0	0
Other Current Expenditures	635,723	0	0	0	8,676	644,399	5,899,766
Total Expenditures	<u><u>\$1,534,102</u></u>	<u><u>\$1,734,275</u></u>	<u><u>\$297,863</u></u>	<u><u>\$148,240</u></u>	<u><u>\$84,295</u></u>	<u><u>\$3,798,775</u></u>	<u><u>\$8,766,077</u></u>
Fund Balance Change	<u><u>\$310,985</u></u>	<u><u>\$219,112</u></u>	<u><u>(\$987)</u></u>	<u><u>\$54,042</u></u>	<u><u>\$349,763</u></u>	<u><u>\$932,915</u></u>	<u><u>(\$1,480,276)</u></u>
Prior Year	\$232,003	(\$2,165,303)	(\$8,534)	\$11,627	\$449,931	(\$1,480,276)	

* Includes Vending, Vocational Servicing, Required Technology, Cafeteria, etc.

**WESTERN IOWA TECH COMMUNITY COLLEGE
STATEMENT OF RECEIPTS AND DISBURSEMENTS
MAY 2022**

	<u>OPERATING</u>	<u>SPECIAL FEDERAL FUNDS</u>	<u>FUNDS HELD FOR OTHERS</u>	<u>PLANT FUND</u>	<u>HOUSE FILE</u>	<u>TOTAL</u>
BEGINNING BALANCE (05/01/2022)	\$19,695,543	\$4,184	\$494,384	\$10,611,119	\$17,366,865	\$48,172,096
Receipts	7,670,024	\$1,844,877	23,366	352,209	614,067	10,504,543
TOTAL FUNDS AVAILABLE	\$27,365,568	\$1,849,060	\$517,751	\$10,963,329	\$17,980,932	58,676,639
DISBURSEMENTS						
Board Report	\$4,122,919	\$1,844,864	\$7,070	\$0	\$3,474,819	\$9,449,672
Dorm Revenue Bond Payment				0		0
Transfers to Operating Fund						0
Approved Previous Meeting				186,843		186,843
TOTAL DISBURSEMENTS	\$4,122,919	\$1,844,864	\$7,070	\$186,843	\$3,474,819	\$9,636,514
ENDING BALANCE (05/31/2022)	\$23,242,649	\$4,196	\$510,681	\$10,776,486	\$14,506,113	\$49,040,125

WESTERN IOWA TECH COMMUNITY COLLEGE
INVESTMENT STATUS
MAY 31, 2022

Investment	Bank	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Totals	Current Rate
Checking	Security National	\$251,225					\$251,225	0.00%
Interest Checking	Security National		4,196				4,196	0.08%
Repurchase Agreement	Security National	10,348,154					10,348,154	0.05%
Certificate of Deposit	Central Bank	1,076,136					1,076,136	1.10%
Money Market	Northwest Bank	403,951					403,951	0.20%
Money Market	Liberty National Bank	10,305,895					10,305,895	0.39%
Money Market	Pioneer Bank	103,833					103,833	0.20%
Money Market	Liberty National Bank				10,168,709		10,168,709	0.35%
Checking	Cherokee State Bank	\$10,517					10,517	0.00%
Checking	Wells Fargo	\$63,934					63,934	0.25%
Checking	Wells Fargo			510,681	30,621	824,564	1,365,866	0.25%
Checking	Wells Fargo					719,743	719,743	0.16%
Repurchase Agreement	Security National				237,097	12,961,806	13,198,903	0.05%
Dorm Revenue Bond Funds	UMB Bank	679,004			340,059		1,019,063	0.66%
Total Cash & Investments		\$23,242,649	\$4,196	\$510,681	\$10,776,486	\$14,506,113	\$49,040,125	0.23%
Interest Earnings YTD		\$42,393	\$66	\$0	\$30,593	\$10,092	\$83,144	

WESTERN IOWA TECH COMMUNITY COLLEGE

Bills to be approved at the board meeting June 13, 2022

May 2022

	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Total
Warrants	\$ 4,126,469.83	\$ 1,844,863.82	\$ 7,069.65		\$ 3,474,819.07	\$ 9,453,222.37
Cancelled warrants	(3,550.75)					\$ (3,550.75)
Subtotal	4,122,919.08	1,844,863.82	7,069.65	-	3,474,819.07	\$ 9,449,671.62
Estimated amount	\$ 688,875.00					\$ 688,875.00
Total	<u>\$ 4,811,794.08</u>	<u>\$ 1,844,863.82</u>	<u>\$ 7,069.65</u>	<u>\$ -</u>	<u>\$ 3,474,819.07</u>	<u>\$ 10,138,546.62</u>

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/7/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/28/2022	Wells Fargo Bank	\$1,628,283.68	CASH IN BANK-PAYROLL
5/2/2022	Security National Bank	\$6,000.00	CASH ON HAND
5/19/2022	Frontier Communications	\$160.15	COMMUNICATION
5/26/2022	Frontier Communications	\$321.98	COMMUNICATION
5/12/2022	Iowa Communications Network	\$11,009.25	COMMUNICATION
5/5/2022	Qwest Corporation	\$474.40	COMMUNICATION
5/19/2022	Qwest Corporation	\$339.30	COMMUNICATION
5/26/2022	Qwest Corporation	\$474.40	COMMUNICATION
5/12/2022	Burke Engineering Sales	\$1,756.84	CONSTRUCTION SUPPLIES
5/12/2022	Consolidated Electrical	\$25,097.60	CONSTRUCTION SUPPLIES
5/5/2022	Diamond Products Company	\$3,586.55	CONSTRUCTION SUPPLIES
5/12/2022	Echo Group Inc	\$5,888.35	CONSTRUCTION SUPPLIES
5/5/2022	Menards Inc	\$1,468.50	CONSTRUCTION SUPPLIES
5/26/2022	Menards Inc	\$608.15	CONSTRUCTION SUPPLIES
5/12/2022	Sherwin Williams	\$372.17	CONSTRUCTION SUPPLIES
5/19/2022	BankMobile Technologies Inc	\$137.55	CONTRACTED SERVICES
5/12/2022	Benson Construction	\$200.00	CONTRACTED SERVICES
5/19/2022	Brown Underground Inc	\$274.00	CONTRACTED SERVICES
5/12/2022	John T. Burow	\$7,840.00	CONTRACTED SERVICES
5/12/2022	John T. Burow	\$17,120.00	CONTRACTED SERVICES
5/12/2022	John T. Burow	\$10,880.00	CONTRACTED SERVICES

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/5/2022	Cherokee County Fair Association	\$65.00	CONTRACTED SERVICES
5/26/2022	CHN Garbage Service Inc	\$67.50	CONTRACTED SERVICES
5/26/2022	CHN Garbage Service Inc	\$67.50	CONTRACTED SERVICES
5/12/2022	Delta Papa Aviation LLC	\$2,500.00	CONTRACTED SERVICES
5/26/2022	Document Depot & Destruction	\$180.00	CONTRACTED SERVICES
5/26/2022	DocuSign Inc	\$2,006.25	CONTRACTED SERVICES
5/26/2022	Dunwell LLC	\$35,868.00	CONTRACTED SERVICES
5/26/2022	Electric Innovations	\$180.67	CONTRACTED SERVICES
5/19/2022	Ellucian Company LP	\$639.00	CONTRACTED SERVICES
5/12/2022	Russell Gifford	\$320.00	CONTRACTED SERVICES
5/12/2022	Russell Gifford	\$500.00	CONTRACTED SERVICES
5/12/2022	Gill Hauling Inc	\$2,000.41	CONTRACTED SERVICES
5/26/2022	Great Western Dining Service Inc	\$44,477.32	CONTRACTED SERVICES
5/19/2022	Great Western Dining Service Inc	\$64,444.50	CONTRACTED SERVICES
5/21/2022	HealthEquity Inc	\$70.00	CONTRACTED SERVICES
5/12/2022	IMKO Enterprises Inc	\$52,959.93	CONTRACTED SERVICES
5/12/2022	Iowa Central Community College	\$3,000.00	CONTRACTED SERVICES
5/26/2022	Iowa Western Community	\$3,000.00	CONTRACTED SERVICES
5/5/2022	Justin C. Johnston	\$125.00	CONTRACTED SERVICES
5/12/2022	Justice Fire & Safety Inc	\$830.25	CONTRACTED SERVICES
5/26/2022	Lindblom Services Inc	\$482.89	CONTRACTED SERVICES

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5/19/2022	NAACP Sioux City Branch	\$1,000.00	CONTRACTED SERVICES
5/12/2022	North Sioux City Holdings LLC	\$969.50	CONTRACTED SERVICES
5/12/2022	Pickled Palette LLC	\$735.00	CONTRACTED SERVICES
5/26/2022	Plains Area Mental Health Inc	\$180.00	CONTRACTED SERVICES
5/26/2022	Plunketts Pest Control Inc	\$55.00	CONTRACTED SERVICES
5/12/2022	Plunketts Pest Control Inc	\$115.00	CONTRACTED SERVICES
5/19/2022	R&S Waste Disposal LLC	\$146.11	CONTRACTED SERVICES
5/26/2022	Rentokil North America	\$938.20	CONTRACTED SERVICES
5/26/2022	Rentokil North America	\$45.00	CONTRACTED SERVICES
5/12/2022	Rentokil North America	\$459.00	CONTRACTED SERVICES
5/12/2022	Thomas M. Rice	\$1,200.00	CONTRACTED SERVICES
5/14/2022	Leke Sahatqija	\$1,089.37	CONTRACTED SERVICES
5/26/2022	Sanitary Services Inc	\$278.40	CONTRACTED SERVICES
5/12/2022	Sanitary Services Inc	\$278.40	CONTRACTED SERVICES
5/5/2022	James Schaap	\$120.00	CONTRACTED SERVICES
5/12/2022	Charles L Schuett	\$680.00	CONTRACTED SERVICES
5/5/2022	Preston L. Schultz	\$75.00	CONTRACTED SERVICES
5/19/2022	Dennis R Semple	\$1,440.00	CONTRACTED SERVICES
5/26/2022	Sioux City Country Club	\$100.00	CONTRACTED SERVICES
5/5/2022	Siouxland Mental Health	\$6,800.00	CONTRACTED SERVICES
5/19/2022	Siouxland Mental Health	\$8,075.00	CONTRACTED SERVICES

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/19/2022	Southeastern Community College	\$21,337.82	CONTRACTED SERVICES
5/12/2022	TCM Enterprises	\$480.00	CONTRACTED SERVICES
5/19/2022	Tri State Nursing Enterprises Inc	\$6,300.00	CONTRACTED SERVICES
5/5/2022	Tri State Nursing Enterprises Inc	\$9,501.66	CONTRACTED SERVICES
5/12/2022	Vans Sanitation Inc	\$69.75	CONTRACTED SERVICES
5/12/2022	Mary Vaught	\$160.00	CONTRACTED SERVICES
5/19/2022	Western Iowa Tech Agency Fund	\$1,000.00	CONTRACTED SERVICES
5/12/2022	Western Iowa Tech AR	\$900.00	CONTRACTED SERVICES
5/12/2022	Woodbury County Firemans	\$1,578.22	CONTRACTED SERVICES
5/19/2022	Aramark	\$63.63	COURSE FEE EXPENSE
5/19/2022	Arnold Motor Supply LLP	\$150.62	COURSE FEE EXPENSE
5/26/2022	Iowa Department of Education	\$690.00	COURSE FEE EXPENSE
5/12/2022	McGraw Hill	\$2,595.00	COURSE FEE EXPENSE
5/5/2022	Motor Parts Sales Co	\$16.26	COURSE FEE EXPENSE
5/12/2022	Sioux City Foundry	\$2,241.60	COURSE FEE EXPENSE
5/26/2022	State Steel Supply Company Inc	\$4,961.45	COURSE FEE EXPENSE
5/26/2022	Sysco Food Service Of Iowa	\$2,478.40	COURSE FEE EXPENSE
5/5/2022	Sysco Food Service Of Iowa	\$4,556.41	COURSE FEE EXPENSE
5/12/2022	Sysco Food Service Of Iowa	\$1,340.52	COURSE FEE EXPENSE
5/12/2022	University of Iowa	\$3,653.00	COURSE FEE EXPENSE
5/12/2022	AFP Corp	\$3,670.60	DUE FROM OTHERS-ASSET ACCOUNT

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5/26/2022	AFP Corp	\$2,292.74	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Breathe Clean Dry Ice Blasting	\$14,747.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Mary Burroughs	\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Holly J. Candor	\$336.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Holly J. Candor	\$64.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Kay D. Cork	\$30.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Cummins Inc	\$672.81	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Cummins Inc	\$3,183.59	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Frances E. DeJong	\$15.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Dunwell LLC	\$54,218.12	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Dunwell LLC	\$3,300.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Electric Innovations	\$2,860.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Electric Innovations	\$7,778.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Electric Innovations	\$3,133.01	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Ellucian Company LP	\$27,701.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Ellucian Company LP	\$27,701.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Ellucian Company LP	\$27,701.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Flex Closeout	\$1,002.71	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Flex Closeout	\$249.75	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Linda M. Glisar	\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Russell Gondek	\$121.94	DUE FROM OTHERS-ASSET ACCOUNT

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5/26/2022	Russell Gondek	\$63.44	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	High Point Networks LLC	\$19,730.67	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Colin J. Hill	\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Vicky L. Hinz	\$35.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Kyle R. Hueser	\$51.29	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Kyle R. Hueser	\$145.11	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Kyle R. Hueser	\$20.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Jeff A. Jansen	\$29.71	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Johnson Controls Inc	\$5,964.96	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Merlyn L Kathol	\$827.10	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Lisa L. Knecht	\$32.53	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Lois Lackore	\$30.00	DUE FROM OTHERS-ASSET ACCOUNT
5/19/2022	Carole D Massey	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Becky McKenny	\$35.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Sarah E. McSweeney	\$1,666.64	DUE FROM OTHERS-ASSET ACCOUNT
5/19/2022	Laura Mesz	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Mid Iowa Refrigeration Inc	\$710.96	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Mid Iowa Refrigeration Inc	\$1,224.25	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Mid Iowa Refrigeration Inc	\$654.50	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Novelty Machine & Supply Co	\$971.18	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Otis Elevator Company	\$3,600.00	DUE FROM OTHERS-ASSET ACCOUNT

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5/26/2022	Plains Mechanical Services Inc	\$1,797.00	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Charles Prior	\$30.00	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Nancy A. Ramos	\$97.99	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Leslye L. Rauth	\$15.00	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Leslye Rauth	\$15.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Debbie Rodriguez	\$50.00	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	ScriptPro USA Inc	\$1,099.50	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Laura M. Tabbert	\$416.66	DUE FROM OTHERS-ASSET ACCOUNT
5/26/2022	Thermo Electron Corporation	\$12,676.00	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Janell K. Turner	\$250.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Visual Edge Inc	\$1,644.33	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Ward Electric Company Inc	\$9,179.99	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Jennifer M. Weber	\$420.13	DUE FROM OTHERS-ASSET ACCOUNT
5/5/2022	Christine A. Weise	\$15.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Carmen D. White	\$20.00	DUE FROM OTHERS-ASSET ACCOUNT
5/19/2022	Grace K. Woodall	\$50.00	DUE FROM OTHERS-ASSET ACCOUNT
5/19/2022	Marilyn B. Zyzda	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/12/2022	Iowa College Student Aid Commi	\$1,000.00	DUE FROM STATE FUNDS
5/12/2022	Iowa College Student Aid Commi	\$500.00	DUE FROM STATE FUNDS
5/12/2022	All Iowa Opportunity Scholarship	\$596.00	DUE FROM STATE FUNDS
5/5/2022	Veronica L. Juarez	\$7.00	DUE FROM STUDENTS

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5/12/2022	Blake D. Ronfeldt	\$1.00	DUE FROM STUDENTS
5/12/2022	Blake D. Ronfeldt	\$1.00	DUE FROM STUDENTS
5/26/2022	Western Iowa Tech Agency Fund	\$70.00	DUE TO AGENCY FUND
5/26/2022	Western Iowa Tech Agency Fund	\$491.27	DUE TO AGENCY FUND
5/31/2022	Western Iowa Tech 125 Plan	\$6,267.85	DUE TO AUXILIARY FUND
5/26/2022	Western Iowa Tech Classroom	\$68,582.31	DUE TO PLANT FUND
5/19/2022	Western Iowa Tech Classroom	\$23,974.71	DUE TO PLANT FUND
5/21/2022	Western Iowa Tech Plant Fund	\$200,000.00	DUE TO PLANT FUND
5/26/2022	Western Iowa Tech Housefile	\$906.85	DUE TO RESTRICTED FUND
5/21/2022	Wells Fargo Bank	\$466.88	FEDERAL INCOME TAX PAYABLE
5/5/2022	Randall Neuharth	\$1,000.00	GRADUATION EXPENSE
5/5/2022	Western Iowa Tech Agency Fund	\$500.00	GRADUATION EXPENSE
5/12/2022	AAMPED Inc	\$7,500.00	GROUP MEETINGS AND WORKSHOPS
5/12/2022	American Income Life Insurance	\$28.12	GROUP MEETINGS AND WORKSHOPS
5/12/2022	Brightspark Travel Inc	\$33,615.00	GROUP MEETINGS AND WORKSHOPS
5/19/2022	Great Western Dining Service Inc	\$1,997.25	GROUP MEETINGS AND WORKSHOPS
5/26/2022	Great Western Dining Service Inc	\$1,744.00	GROUP MEETINGS AND WORKSHOPS
5/26/2022	Great Western Dining Service Inc	\$10,689.19	GROUP MEETINGS AND WORKSHOPS
5/12/2022	Jetske Waruran-Castro	\$350.00	GROUP MEETINGS AND WORKSHOPS
5/12/2022	George Lamere	\$200.00	GROUP MEETINGS AND WORKSHOPS
5/12/2022	Anthony L. Warrior	\$325.00	GROUP MEETINGS AND WORKSHOPS

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5/12/2022	Brenda Wright	\$91.25	GROUP MEETINGS AND WORKSHOPS
5/29/2022	HealthEquity Inc	\$9,898.66	HSA Payable
5/5/2022	Western Iowa Tech Agency Fund	\$500.00	INCOME CLEARING ACCOUNT
5/12/2022	Amperage LLC	\$34,985.40	INFO SERVICES/CLASSIFY ADS
5/12/2022	Monahan Professional Services	\$75.00	INFO SERVICES/CLASSIFY ADS
5/12/2022	Wm Bass Advertising &	\$581.80	INFO SERVICES/CLASSIFY ADS
5/26/2022	Wm Bass Advertising &	\$2,805.00	INFO SERVICES/CLASSIFY ADS
5/28/2022	BusinessSolverComInc	\$418,223.71	INSURANCE PREMIUMS PAYABLE
5/28/2022	Iowa Public Employees	\$112,794.70	IPERS TAX PAYABLE
5/26/2022	Cole Papers Inc	\$95.02	JANITOR MATERIALS AND SUPPLIES
5/26/2022	Dreckman Excavating Inc	\$1,320.00	LANDSCAPING SERVICES AND SUPPLIES
5/12/2022	Cy Wakeman Inc	\$840.00	LIBRARY BOOKS & FILM
5/12/2022	Marcus D. Jarvis	\$40.00	LIBRARY BOOKS & FILM
5/5/2022	Ricks Computers Inc	\$544.55	MAINT & REPAIR-SU EQUIP
5/26/2022	Ricks Computers Inc	\$2,372.75	MAINT & REPAIR-SU EQUIP
5/26/2022	Ricks Computers Inc	\$2,468.04	MAINT & REPAIR-SU EQUIP
5/26/2022	ARR Roofing of Iowa LLC	\$1,047.23	MAINT AND REPAIR BUILDINGS
5/12/2022	ARR Roofing of Iowa LLC	\$748.91	MAINT AND REPAIR BUILDINGS
5/26/2022	Interstate Metal Specialists LLC	\$357.34	MAINT AND REPAIR BUILDINGS
5/12/2022	Interstate Metal Specialists LLC	\$7,500.00	MAINT AND REPAIR BUILDINGS
5/26/2022	Mikes Sioux City Carpet	\$995.00	MAINT AND REPAIR BUILDINGS

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5/5/2022	Mikes Sioux City Carpet	\$2,891.25	MAINT AND REPAIR BUILDINGS
5/26/2022	Shanes Glass & More LLC	\$334.28	MAINT AND REPAIR BUILDINGS
5/12/2022	Van Osdel Plastering & Drywall	\$31,193.00	MAINT AND REPAIR BUILDINGS
5/26/2022	Eakes Inc	\$605.56	MAINT AND REPAIR EQUIPMENT
5/26/2022	Kneifl Electric Inc	\$712.50	MAINT AND REPAIR EQUIPMENT
5/12/2022	Layne Christensen Company	\$300.00	MAINT AND REPAIR EQUIPMENT
5/19/2022	Luesebrink Clifford Construction	\$1,950.00	MAINT AND REPAIR EQUIPMENT
5/26/2022	Luesebrink Clifford Construction	\$148.00	MAINT AND REPAIR EQUIPMENT
5/26/2022	Luesebrink Clifford Construction	\$200.00	MAINT AND REPAIR EQUIPMENT
5/12/2022	Luesebrink Clifford Construction	\$384.00	MAINT AND REPAIR EQUIPMENT
5/12/2022	Quality Appliance	\$96.00	MAINT AND REPAIR EQUIPMENT
5/12/2022	Paulsen Midwest Landscaping	\$21,225.00	MAINTENANCE GROUNDS
5/12/2022	Paulsen Midwest Landscaping	\$2,875.00	MAINTENANCE GROUNDS
5/5/2022	Bomgaars Supply Inc	\$874.62	MATERIALS AND SUPPLIES
5/26/2022	Bomgaars Supply Inc	\$888.91	MATERIALS AND SUPPLIES
5/12/2022	Cy Wakeman Inc	\$3,000.00	MATERIALS AND SUPPLIES
5/26/2022	Food Bank of Siouxland Inc	\$142.13	MATERIALS AND SUPPLIES
5/19/2022	Food Bank of Siouxland Inc	\$127.49	MATERIALS AND SUPPLIES
5/19/2022	Jennifer R. Hough	\$250.00	MATERIALS AND SUPPLIES
5/19/2022	Sarah R. Markworth	\$79.00	MATERIALS AND SUPPLIES
5/12/2022	Phouthasone Vongsiprasom	\$2,000.00	MATERIALS AND SUPPLIES

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5/12/2022	Katherine A. Sanders	\$25.00	MATERIALS AND SUPPLIES
5/26/2022	Signs By Tomorrow	\$7,225.00	MATERIALS AND SUPPLIES
5/19/2022	Verizon Wireless	\$1,720.43	MATERIALS AND SUPPLIES
5/12/2022	Susan Wolcott	\$347.50	MATERIALS AND SUPPLIES
5/5/2022	Brenda Wright	\$255.00	MATERIALS AND SUPPLIES
5/19/2022	City of Sioux City	\$285.00	MEMBERSHIP
5/5/2022	Iowa Association of Community	\$10,280.00	MEMBERSHIP
5/19/2022	Dakota Graphics Sign Co	\$135.00	NON-CAPITAL EXP & EQUIP <5000
5/12/2022	General Business Interiors Inc	\$8,621.64	NON-CAPITAL EXP & EQUIP <5000
5/12/2022	General Business Interiors Inc	\$3,065.00	NON-CAPITAL EXP & EQUIP <5000
5/26/2022	General Business Interiors Inc	\$23,620.00	NON-CAPITAL EXP & EQUIP <5000
5/12/2022	Matheson Tri Gas Inc	\$432.38	NON-CAPITAL EXP & EQUIP <5000
5/5/2022	Matheson Tri Gas Inc	\$390.87	NON-CAPITAL EXP & EQUIP <5000
5/26/2022	Matheson Tri Gas Inc	\$952.85	NON-CAPITAL EXP & EQUIP <5000
5/26/2022	MSDSonline Inc	\$4,407.30	NON-CAPITAL EXP & EQUIP <5000
5/12/2022	Snap on Incorporated	\$1,356.92	NON-CAPITAL EXP & EQUIP <5000
5/28/2022	Collection Services Center	\$419.64	OTHER EMPLOYEE PR DEDUCTIONS
5/31/2022	Friends Of FM 90	\$94.50	OTHER EMPLOYEE PR DEDUCTIONS
5/31/2022	Iowa Department of Revenue	\$942.94	OTHER EMPLOYEE PR DEDUCTIONS
5/31/2022	Nebraska Child Support	\$500.00	OTHER EMPLOYEE PR DEDUCTIONS
5/31/2022	United Way of Siouxland Inc	\$1,141.45	OTHER EMPLOYEE PR DEDUCTIONS

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/31/2022	Western Iowa Tech Agency Fund	\$25.00	OTHER EMPLOYEE PR DEDUCTIONS
5/31/2022	Western Iowa Tech Foundation	\$2,125.00	OTHER EMPLOYEE PR DEDUCTIONS
5/31/2022	Western Iowa Tech GF	\$185.00	OTHER EMPLOYEE PR DEDUCTIONS
5/31/2022	Winnebago Tribe of Nebraska	\$744.37	OTHER EMPLOYEE PR DEDUCTIONS
5/31/2022	Woodbury County Sheriff	\$354.44	OTHER EMPLOYEE PR DEDUCTIONS
5/19/2022	APH Stores	\$1,535.38	OTHER MATERIALS AND SUPPLIES
5/12/2022	Arnold Motor Supply LLP	\$1,270.99	OTHER MATERIALS AND SUPPLIES
5/26/2022	OReilly Auto Parts	\$979.82	OTHER MATERIALS AND SUPPLIES
5/26/2022	Matthew G. Ross	\$20.00	OTHER STUDENT FEES
5/12/2022	Postmaster	\$1,340.00	POSTAGE
5/26/2022	Brightly Software Inc	\$11,734.01	PREPAID EXPENSES
5/26/2022	Anderson Brothers Printing	\$2,454.00	PRINTING & REPRODUCTION SVC
5/12/2022	Mail House Inc	\$394.88	PRINTING & REPRODUCTION SVC
5/12/2022	Omaha Paper Company	\$27.72	PRINTING & REPRODUCTION SVC
5/12/2022	Omaha Paper Company	\$608.95	PRINTING & REPRODUCTION SVC
5/26/2022	Record Printing & Copy Center	\$3,755.00	PRINTING & REPRODUCTION SVC
5/12/2022	Record Printing & Copy Center	\$973.00	PRINTING & REPRODUCTION SVC
5/19/2022	Ahlers & Cooney PC	\$595.00	PROFESSIONAL SERVICES
5/12/2022	Dentons Davis Brown PC	\$30,520.00	PROFESSIONAL SERVICES
5/12/2022	Western Iowa Tech Comm Ed	\$60.00	PROFESSIONAL SERVICES
5/14/2022	Wells Fargo Bank	\$352,491.95	PURCHASE CARD CHECKING

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/19/2022	Chesterman Company	\$1,286.54	RESALE PURCHASES
5/12/2022	Chesterman Company	\$1,080.28	RESALE PURCHASES
5/19/2022	Core Mark Midcontinent Inc	\$520.76	RESALE PURCHASES
5/26/2022	Core Mark Midcontinent Inc	\$665.74	RESALE PURCHASES
5/5/2022	Core Mark Midcontinent Inc	\$515.98	RESALE PURCHASES
5/5/2022	Oxford University Press	\$1,881.63	RESALE PURCHASES
5/26/2022	Southeastern Community College	\$50.00	RESALE PURCHASES
5/26/2022	Susan Wolcott	\$1,751.00	RESALE PURCHASES
5/12/2022	Susan Wolcott	\$5,419.19	RESALE PURCHASES
5/12/2022	Western Iowa Tech Comm Ed	\$3,060.00	SCHOLARSHIPS
5/12/2022	Western Iowa Tech Comm Ed	\$12,240.00	SCHOLARSHIPS
5/12/2022	Western Iowa Tech Comm Ed	\$3,560.00	SCHOLARSHIPS
5/12/2022	Western Iowa Tech Comm Ed	\$9,180.00	SCHOLARSHIPS
5/19/2022	Western Iowa Tech Comm Ed	\$6,120.00	SCHOLARSHIPS
5/26/2022	Western Iowa Tech Comm Ed	\$3,060.00	SCHOLARSHIPS
5/26/2022	Western Iowa Tech Comm Ed	\$3,060.00	SCHOLARSHIPS
5/26/2022	Western Iowa Tech Comm Ed	\$6,120.00	SCHOLARSHIPS
5/19/2022	Joseph Erickson	\$250.00	STUDENT DEPOSITS
5/19/2022	Derek Wayne	\$250.00	STUDENT DEPOSITS
5/19/2022	Wendy M. Ivarson	\$30.00	STUDENT TRAVEL
5/12/2022	Crittenton Center	\$1,317.25	STUDENT WORK STUDY FEDERAL

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/19/2022	Crossroads of Crawford County	\$330.00	STUDENT WORK STUDY FEDERAL
5/12/2022	Crossroads of Crawford County	\$162.25	STUDENT WORK STUDY FEDERAL
5/12/2022	Eventide	\$330.00	STUDENT WORK STUDY FEDERAL
5/28/2022	Teachers Insurance & Annuity	\$105,104.58	TIAA-CREF PAYABLE
5/12/2022	Ismael Alfaro	\$180.00	TRAINING EXPENSE
5/12/2022	Carlos Alvarenga	\$20.00	TRAINING EXPENSE
5/12/2022	Irene Alvarez	\$200.00	TRAINING EXPENSE
5/12/2022	Miriam Alvarez	\$240.00	TRAINING EXPENSE
5/12/2022	Yary A. Aragon	\$160.00	TRAINING EXPENSE
5/12/2022	Juliana G. Barajas	\$260.00	TRAINING EXPENSE
5/12/2022	Helen S. Belisle	\$140.00	TRAINING EXPENSE
5/12/2022	Lilia Bolles	\$220.00	TRAINING EXPENSE
5/12/2022	Leigha Brungardt	\$100.00	TRAINING EXPENSE
5/12/2022	Destiny N. Coleman	\$220.00	TRAINING EXPENSE
5/12/2022	Angela J. Cruz	\$200.00	TRAINING EXPENSE
5/12/2022	Brisa Diaz	\$200.00	TRAINING EXPENSE
5/12/2022	Jeffery A. Escobar	\$220.00	TRAINING EXPENSE
5/12/2022	Maritza Y. Escobar	\$80.00	TRAINING EXPENSE
5/12/2022	Amy Estrada	\$220.00	TRAINING EXPENSE
5/12/2022	Silvia Estrada	\$220.00	TRAINING EXPENSE
5/12/2022	Leo Flores	\$180.00	TRAINING EXPENSE

Western Iowa Tech Community College
 Board Approval
 General & Auxiliary
 6/7/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/12/2022	Zahyra G. Flores	\$240.00	TRAINING EXPENSE
5/12/2022	Angela Garcia	\$240.00	TRAINING EXPENSE
5/12/2022	James Garcia	\$180.00	TRAINING EXPENSE
5/12/2022	Juan Garcia	\$160.00	TRAINING EXPENSE
5/12/2022	Mia N. Garcia	\$80.00	TRAINING EXPENSE
5/12/2022	Vanessa B. Guardado	\$140.00	TRAINING EXPENSE
5/12/2022	Brian Ibarra	\$160.00	TRAINING EXPENSE
5/12/2022	Katlynn M. Jepsen	\$240.00	TRAINING EXPENSE
5/12/2022	Saraj R. Jewett	\$100.00	TRAINING EXPENSE
5/12/2022	Chloe E. Krohn	\$240.00	TRAINING EXPENSE
5/12/2022	Dakota Kropf	\$180.00	TRAINING EXPENSE
5/12/2022	Vanessa Lara	\$220.00	TRAINING EXPENSE
5/12/2022	Enrique Ledesma	\$200.00	TRAINING EXPENSE
5/12/2022	Morgan Lu	\$200.00	TRAINING EXPENSE
5/12/2022	Estela J. Lupian	\$240.00	TRAINING EXPENSE
5/12/2022	Shaylee Malloy	\$240.00	TRAINING EXPENSE
5/12/2022	Esther Marquez	\$140.00	TRAINING EXPENSE
5/12/2022	Jacee McLeod	\$180.00	TRAINING EXPENSE
5/12/2022	Karsyn Monk	\$220.00	TRAINING EXPENSE
5/12/2022	Kylee Morataya	\$200.00	TRAINING EXPENSE
5/12/2022	Abigail J. Nelson	\$200.00	TRAINING EXPENSE

Western Iowa Tech Community College
 Board Approval
 General & Auxiliary
 6/7/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/12/2022	Emma E. Nelson	\$160.00	TRAINING EXPENSE
5/12/2022	Rosara Reicks	\$200.00	TRAINING EXPENSE
5/12/2022	Samantha M. Rich	\$220.00	TRAINING EXPENSE
5/12/2022	Wilnuse Riphin	\$200.00	TRAINING EXPENSE
5/12/2022	Janelly Rivas	\$120.00	TRAINING EXPENSE
5/12/2022	Jelissa Rivas	\$180.00	TRAINING EXPENSE
5/12/2022	Alexis Rodriguez	\$180.00	TRAINING EXPENSE
5/12/2022	Dayanna Rodriguez	\$120.00	TRAINING EXPENSE
5/12/2022	Tiffany L. Row	\$140.00	TRAINING EXPENSE
5/12/2022	Christell G. Salazar	\$140.00	TRAINING EXPENSE
5/12/2022	Sara Sparr	\$180.00	TRAINING EXPENSE
5/12/2022	Juan C. Tellez Diaz	\$220.00	TRAINING EXPENSE
5/12/2022	Bree Thompson	\$220.00	TRAINING EXPENSE
5/12/2022	Emma Urwiller	\$220.00	TRAINING EXPENSE
5/12/2022	Daneah Williams	\$20.00	TRAINING EXPENSE
5/12/2022	Jorge L. Zuniga	\$240.00	TRAINING EXPENSE
5/26/2022	Richard A. Andersen	\$35.36	TRAVEL IN STATE
5/19/2022	Rex K. Hawkins	\$139.36	TRAVEL IN STATE
5/12/2022	Kyle R. Hueser	\$54.08	TRAVEL IN STATE
5/19/2022	Troy A Jasman	\$127.96	TRAVEL IN STATE
5/12/2022	Terry A. Murrell	\$161.20	TRAVEL IN STATE

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/7/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/19/2022	Terry A. Murrell	\$147.68	TRAVEL IN STATE
5/5/2022	Kevin L. Stover	\$442.00	TRAVEL IN STATE
5/19/2022	Kevin L. Stover	\$353.60	TRAVEL IN STATE
5/19/2022	Brandon P. Treft	\$268.93	TRAVEL IN STATE
5/5/2022	Misty M. Wankum	\$277.68	TRAVEL IN STATE
5/5/2022	Mike Logan	\$117.00	TRAVEL OUT OF STATE
5/12/2022	Security National Bank	\$4,000.00	TRAVEL OUT OF STATE
5/26/2022	Dwight D. VanTol	\$64.11	TRAVEL OUT OF STATE
5/12/2022	Western Iowa Tech Agency Fund	\$1,800.00	TRAVEL OUT OF STATE
5/28/2022	Voya Financial	\$13,818.56	TSA PAYABLE
5/26/2022	Lisa J. Bryan	\$2,166.00	TUITION
5/26/2022	Jeremy A. Farley	\$600.00	TUITION
5/19/2022	Mellisa T. Flanigan	\$3,000.00	TUITION
5/26/2022	Cassidy K. Hatcher	\$638.00	TUITION
5/26/2022	Kyle R. Hueser	\$689.00	TUITION
5/19/2022	Jessica M. Huggenberger	\$1,159.50	TUITION
5/19/2022	Lora C. Knaack	\$3,000.00	TUITION
5/19/2022	Lisa L. Knecht	\$1,000.00	TUITION
5/26/2022	Hyunji Lee	\$492.00	TUITION
5/26/2022	Brett H. McCarthy	\$3,000.00	TUITION
5/26/2022	Myerra A. Parker	\$175.00	TUITION

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/7/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/12/2022	Raymond M. Sencenbaugh	\$900.00	TUITION
5/12/2022	Jessica M. Thompson	\$800.00	TUITION
5/19/2022	Berkshire Hathaway Energy	\$191.12	UTILITIES
5/19/2022	Berkshire Hathaway Energy	\$540.68	UTILITIES
5/19/2022	Berkshire Hathaway Energy	\$2,012.80	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$5,200.25	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$905.13	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$115.48	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$1,435.74	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$4,307.00	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$2,472.93	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$1,344.49	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$1,625.53	UTILITIES
5/5/2022	Berkshire Hathaway Energy	\$1,298.38	UTILITIES
5/12/2022	Berkshire Hathaway Energy	\$1,942.67	UTILITIES
5/12/2022	Berkshire Hathaway Energy	\$38,602.97	UTILITIES
5/19/2022	Black Hills Utility Holding	\$673.07	UTILITIES
5/26/2022	City Of Cherokee	\$129.50	UTILITIES
5/5/2022	City Of Cherokee	\$131.55	UTILITIES
5/12/2022	City of Le Mars	\$36.78	UTILITIES
5/19/2022	City Of Mapleton	\$719.15	UTILITIES

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/7/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/5/2022	City of Sioux City	\$152.16	UTILITIES
5/5/2022	City of Sioux City	\$25.80	UTILITIES
5/5/2022	City of Sioux City	\$987.26	UTILITIES
5/5/2022	City of Sioux City	\$1,716.53	UTILITIES
5/5/2022	City of Sioux City	\$1,258.24	UTILITIES
5/5/2022	City of Sioux City	\$371.44	UTILITIES
5/5/2022	City of Sioux City	\$712.18	UTILITIES
5/5/2022	City of Sioux City	\$581.12	UTILITIES
5/5/2022	City of Sioux City	\$173.86	UTILITIES
5/5/2022	City of Sioux City	\$138.92	UTILITIES
5/5/2022	City of Sioux City	\$287.44	UTILITIES
5/5/2022	City of Sioux City	\$54.30	UTILITIES
5/5/2022	City of Sioux City	\$228.08	UTILITIES
5/5/2022	City of Sioux City	\$165.13	UTILITIES
5/5/2022	City of Sioux City	\$235.02	UTILITIES
5/19/2022	Denison Municipal Utilities	\$1,829.12	UTILITIES
5/26/2022	Interstate Power & Light Co	\$1,087.91	UTILITIES
5/19/2022	Interstate Power & Light Co	\$1,522.46	UTILITIES
5/5/2022	Interstate Power & Light Co	\$1,048.70	UTILITIES
5/12/2022	Sapp Brothers Petroleum Inc	\$355.30	UTILITIES
5/19/2022	Woodbury County Rural Electric	\$3,482.70	UTILITIES

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/7/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/5/2022	AgriVision Equipment Group	\$888.96	VEHICLES-MATERIALS & SUPPLIES
5/12/2022	Brads Detail Center LLC	\$200.00	VEHICLES-MATERIALS & SUPPLIES
5/26/2022	City of Sioux City	\$4,334.42	VEHICLES-MATERIALS & SUPPLIES
5/26/2022	City of Sioux City	\$102.34	VEHICLES-MATERIALS & SUPPLIES
5/26/2022	City of Sioux City	\$73.12	VEHICLES-MATERIALS & SUPPLIES
5/26/2022	City of Sioux City	\$147.15	VEHICLES-MATERIALS & SUPPLIES
5/26/2022	City of Sioux City	\$2,934.55	VEHICLES-MATERIALS & SUPPLIES
5/5/2022	City of Sioux City	\$6,911.01	VEHICLES-MATERIALS & SUPPLIES
5/5/2022	City of Sioux City	\$111.74	VEHICLES-MATERIALS & SUPPLIES
5/5/2022	City of Sioux City	\$122.82	VEHICLES-MATERIALS & SUPPLIES
5/5/2022	City of Sioux City	\$451.28	VEHICLES-MATERIALS & SUPPLIES
5/5/2022	City of Sioux City	\$3,002.78	VEHICLES-MATERIALS & SUPPLIES
5/26/2022	D&L Equipment	\$97.34	VEHICLES-MATERIALS & SUPPLIES
5/26/2022	Graham Tire Sioux City	\$921.47	VEHICLES-MATERIALS & SUPPLIES
5/5/2022	Graham Tire Sioux City	\$314.97	VEHICLES-MATERIALS & SUPPLIES
5/28/2022	Customers Bank	\$1,695.69	WITCC ONECARD PAYABLE
5/28/2022	Customers Bank	\$2,027.50	WITCC ONECARD PAYABLE
5/21/2022	Customers Bank	\$13,268.00	WITCC ONECARD PAYABLE
5/14/2022	Customers Bank	\$15,003.50	WITCC ONECARD PAYABLE
TOTAL		<u>\$4,126,469.83</u>	

Western Iowa Tech Community College
 Canceled Warrants
 General & Auxiliary
 6/6/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
4/7/2022	Amber M. Disney	-\$1,000.00	DUE FROM STUDENTS
5/21/2021	Heather Howell	\$18,295.00	STUDENT DEPOSITS
3/3/2022	Karington J. Mammen	-\$0.75	DUE FROM STUDENTS
3/31/2022	Matrix Edutainment Inc	-\$2,300.00	CONTRACTED SERVICES
TOTAL		<u>-\$3,550.75</u>	

WESTERN IOWA TECH COMMUNITY COLLEGE

Bills to be approved at the board meeting June 13, 2022

GENERAL FUND

Estimated for the month of June

Federal tax	\$	137,000.00
FICA		86,000.00
Insurance		310,000.00
IPERS		65,000.00
TIAA-CREF		90,000.00
United Farmers Telephone		875.00
Total	\$	688,875.00

Western Iowa Tech Community College
Board Approval
Special Federal
6/7/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/28/2022	Western Iowa Tech General Fund	\$529,798.40	ACCOUNTS PAYABLE
5/21/2022	Western Iowa Tech General Fund	\$442.00	OTHER FEDERAL
5/29/2022	Western Iowa Tech General Fund	\$2,463.00	OTHER FEDERAL
5/29/2022	Western Iowa Tech General Fund	\$145.00	OTHER FEDERAL
5/29/2022	Western Iowa Tech General Fund	\$3,198.50	OTHER FEDERAL
5/29/2022	Western Iowa Tech General Fund	\$790,848.00	OTHER FEDERAL
5/14/2022	Western Iowa Tech General Fund	\$400,000.00	OTHER FEDERAL
5/14/2022	Western Iowa Tech General Fund	\$103,767.32	OTHER FEDERAL
5/28/2022	Western Iowa Tech General Fund	\$14,201.60	SCHOLARSHIPS
TOTAL		<u>\$1,844,863.82</u>	

Western Iowa Tech Community College
Board Approval
Agency, Scholarship & Loan
6/6/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/3/2022	Walsh Door and Hardware	\$1,000.00	CONTRACTED SERVICES
5/17/2022	Western Iowa Tech General Fund	\$280.92	DUE TO AUXILIARY FUND
5/17/2022	Western Iowa Tech General Fund	\$102.75	DUE TO GENERAL FUND
5/3/2022	Western Iowa Tech General Fund	\$4,643.42	DUE TO GENERAL FUND
5/24/2022	Great Western Dining Service Inc	\$307.12	GROUP MEETINGS AND WORKSHOPS
5/24/2022	Juline S Albert	\$10.00	MATERIALS AND SUPPLIES
5/3/2022	Jamie L. Bell	\$10.00	MATERIALS AND SUPPLIES
5/17/2022	Joni E Miller	\$581.44	MISC INCOME
5/17/2022	Brenda Wright	\$134.00	PROFESSIONAL SERVICES
TOTAL		\$7,069.65	

Western Iowa Tech Community College
Board Approval
House File
6/6/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/24/2022	Cede & Co	\$295,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$160,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$195,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$135,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$90,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$505,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$715,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$55,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$105,000.00	BONDS PAYABLE
5/24/2022	Cede & Co	\$410,000.00	BONDS PAYABLE
5/24/2022	Western Iowa Tech General Fund	\$5,000.00	INCOME CLEARING ACCOUNT
5/17/2022	Western Iowa Tech General Fund	\$1,800.00	INCOME CLEARING ACCOUNT
5/25/2022	Security National Bank	\$62,100.10	SNB INVEST
5/25/2022	Security National Bank	\$62,179.40	SNB INVEST
5/25/2022	Security National Bank	\$17,948.00	SNB INVEST
5/25/2022	Security National Bank	\$20,933.68	SNB INVEST
5/25/2022	Security National Bank	\$2,258.00	SNB INVEST
5/25/2022	Security National Bank	\$11,848.26	SNB INVEST
5/25/2022	Security National Bank	\$54,027.43	SNB INVEST
5/25/2022	Security National Bank	\$3,454.00	SNB INVEST
5/25/2022	Security National Bank	\$2,690.00	SNB INVEST

Western Iowa Tech Community College
Board Approval
House File
6/6/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/25/2022	Security National Bank	\$3,992.00	SNB INVEST
5/25/2022	Security National Bank	\$3,638.07	SNB INVEST
5/25/2022	Security National Bank	\$12,248.00	SNB INVEST
5/25/2022	Security National Bank	\$6,768.13	SNB INVEST
5/24/2022	Cede & Co	\$20,696.75	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$7,820.00	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$6,017.50	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$80,331.25	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$40,632.50	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$5,292.50	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$6,943.75	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$8,806.25	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$3,862.50	TAXABLE INTEREST EXPENSE
5/24/2022	Cede & Co	\$3,613.75	TAXABLE INTEREST EXPENSE
5/17/2022	First Cooperative Association	\$13,750.00	TRAINING EXPENSE
5/31/2022	Knife River Midwest LLC	\$2,318.16	TRAINING EXPENSE
5/10/2022	Lopez Foods Inc	\$10,800.00	TRAINING EXPENSE
5/10/2022	Plains Mechanical Services Inc	\$150.00	TRAINING EXPENSE
5/10/2022	Seaboard Triumph Foods LLC	\$41,140.40	TRAINING EXPENSE
5/10/2022	Seaboard Triumph Foods LLC	\$44,135.38	TRAINING EXPENSE
5/10/2022	Seaboard Triumph Foods LLC	\$197,209.10	TRAINING EXPENSE

Western Iowa Tech Community College
Board Approval
House File
6/6/2022

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/10/2022	VT Industries Inc	\$5,862.99	TRAINING EXPENSE
5/10/2022	Western Iowa Tech Comm Ed	\$1,825.00	TRAINING EXPENSE
5/10/2022	Western Iowa Tech Comm Ed	\$1,800.00	TRAINING EXPENSE
5/3/2022	Western Iowa Tech Comm Ed	\$2,800.00	TRAINING EXPENSE
5/10/2022	Western Iowa Tech Comm Ed	\$8,750.00	TRAINING EXPENSE
5/10/2022	Western Iowa Tech Comm Ed	\$10,000.00	TRAINING EXPENSE
5/10/2022	Western Iowa Tech Comm Ed	\$1,400.00	TRAINING EXPENSE
5/10/2022	Western Iowa Tech Comm Ed	\$376.22	TRAINING EXPENSE
5/10/2022	Western Iowa Tech Comm Ed	\$12,600.00	TRAINING EXPENSE
TOTAL		<u>\$3,474,819.07</u>	

PERSONNEL REPORT
Regular Appointments
June 13, 2022

I. INSTRUCTIONAL STAFF

- A. **Mariana Pacheco** has been selected for the position as Psychology Instructor effective August 19, 2022, at an annualized salary of \$50,953 (MA, Step 4). This is a previously authorized position, vacant due to retirement, eligible for full time benefits.
- B. **Sarah J. Deck** has been selected for the position as Social Science Instructor effective August 19, 2022, at an annualized salary of \$51,432 (MA, Step 5). This is a previously authorized position, vacant due to retirement, eligible for full time benefits.
- C. **Joseph S. Kraemer** has submitted his voluntary resignation as Welding Instructor effective August 1, 2022. He is to be paid for all time worked through that date.

II. ADMINISTRATIVE STAFF

- A. It is recommended that the employment of **Angela M. O'Dell**, Student Services Specialist be changed to Bookstore Clerk effective May 16, 2022, at an annualized salary of \$41,134, grade 3, support position. This is a previously authorized position, no change in benefits.
- B. **Michael E. Meister**, Special Projects Director has been selected for the position as Director of College Effectiveness effective June 14, 2022, at an annual salary of \$75,825, grade 10, administrative position. This is a previously authorized position, vacant due to retirement, no change in full time benefits.
- C. **Adams D. Davidson** has been selected for the position as International Data Specialist effective May 9, 2022, to May 8, 2023, at an annual salary of \$45,261, grade 6, administrative position. This is a previously authorized position, eligible for full time benefits.
- D. **Manuelito A. Parker**, Career Navigator has been selected for the position as Associate Dean of Students effective June 14, 2022, at an annual salary of \$89,643, grade 12, administrative position. This is a previously authorized position, vacant due to reassignment, full time benefits to be changed accordingly.

- E. It is recommended that the position of Associate Dean of Admissions and Advising be authorized as a grade 12, exempt administrative position. It is further recommended that **Teresa P. McElroy**, Director of Advising, Counseling, and Disability Services be selected for this position effective June 14, 2022, at an annual salary of \$89,643; full time benefits to be changed accordingly.
- F. It is recommended that the position of Diversity, Equity, and Inclusion Coordinator be authorized as a grade 7, exempt, administrative position. It is further recommended that **LaShawna L. Moyle**, Counseling and Disability Services Coordinator be selected for this position effective June 14, 2022, at an annual salary of \$50,546; full time benefits to be changed accordingly.
- G. It is recommended that the employment of **Rosana Salgado Burright**, International Education Specialist be changed to Housing Supervisor effective June 16, 2022. No change in salary or benefits.
- H. **Benjamin L. Mohning** has been selected for the position as Four+ Program Director effective July 11, 2022, at an annual salary of \$70,308, grade 9, administrative position. This is a previously authorized position, vacant due to retirement, eligible for full time benefits.

III. SUPPORT STAFF

- A. **Kirsten R. Brodersen** has been selected for the position as Registration Clerk at the Denison campus effective May 16, 2022, at an annualized salary of \$13,609, grade 3, support position. This is a previously authorized position, vacant due to resignation, eligible for retirement benefits.
- B. **Anh Drury** has submitted her voluntary resignation as Secretary effective June 24, 2022. She is to be paid for all time worked through that date and for all earned but unused vacation.
- C. **Wendy C. Gonzalez** has submitted her voluntary resignation as Administrative Assistant effective June 2, 2022. She is to be paid for all time worked through that date and for all earned but unused vacation.
- D. It is recommended that the employment of **Tyler Bradley**, Safety Officer be modified to 27.5 hours per week effective June 16, 2022. No change in hourly wage; part time benefits to be changed accordingly.

PERSONNEL REPORT
Regular Appointments
June 13, 2022

Page 3

- E. **Kevin Criddle**, Lead Safety Officer has completed the additional coursework to a Bachelor's degree and his annual salary is to be increased by \$500 effective July 1, 2022.

IV. TEMPORARY STAFF

- A. The attached list of temporary appointments includes temporary employees, adjunct, substitute, work study, and community and continuing education instructors selected since the last report and not previously presented to the Board for approval in the position stated; not eligible for benefits.

Personnel Report
 Temporary Employees
 (Not eligible for benefits)

June 13, 2022

NAME	DEPARTMENT OR COURSE # - SECT	APPOINTMENT	FROM	THROUGH	APPT \$/HR	SALARY
Aleman, Yeili	Upward Bound	Summer Mentor	05/31/22	6/30/22		\$ 2,500.00
Ball, Adam	Upward Bound	Teacher	06/06/22	06/30/22		\$ 3,200.00
Ball, Michelle	Upward Bound	Teacher	06/06/22	06/23/22		\$ 2,400.00
Bell, Jamie	Career Academy	End of term extra days	05/16/22	05/25/22		\$ 1,128.33
Briggs, Rhonda	PSY-121	Master Course Restricted	04/16/22	05/13/22		\$ 450.00
Briggs, Rhonda	PSY-121	Master Course Shared	04/16/22	05/13/22		\$ 210.00
Briggs, Rhonda	PSY-111	Master Course Maintenance	04/16/22	05/13/22		\$ 450.00
Briggs, Rhonda	PSY-111	Master Course Shared	04/16/22	05/13/22		\$ 450.00
Briggs, Rhonda	PSY-222	Master Course Shared	04/16/22	05/13/22		\$ 210.00
Briggs, Rhonda	PSY-241	Master Course Restricted	04/16/22	05/13/22		\$ 210.00
Briggs, Rhonda	PSY-241	Master Course Shared	04/16/22	05/13/22		\$ 210.00
Brown, Lana	College Now	NACEP Visit - Sioux City	05/16/22	05/16/22		\$ 100.00
Chinn, Steven	Summer Camp	Instructor	06/20/22	06/23/22		\$ 1,328.00
Diaz Galindo, Victor	Upward Bound	Teacher	06/06/22	06/30/22		\$ 3,200.00
Grasso, Lynda	Verizon Summer Camp	Instructor	06/13/22	06/30/22		\$ 3,984.00
Hannah, Kelly	HSC-218	Master Course Maintenance	03/03/22	05/15/22		\$ 210.00
Hicklin, Jordan	CLC	Student Tutor	05/16/22	08/19/22	\$ 10.00	Time Entry
Hueser, Amy	FLS-232	Master Course Vista	05/18/22	05/18/22		\$ 210.00
Knecht, Lisa	College Now	NACEP Visit - Sioux City	04/22/22	04/22/22		\$ 100.00
Knecht, Lisa	College Now	NACEP Visit - Cherokee	04/11/22	04/11/22		\$ 100.00
MacGregor, Connor	Upward Bound	Summer Mentor	05/31/22	06/30/22		\$ 2,500.00
McCune, Jennifer	Summer Camp	Instructor	06/20/22	06/23/22		\$ 830.00
McDermott, Gabby	HSC-114 Cangage	Master Course Maintenance	03/03/22	05/15/22		\$ 450.00
McDermott, Gabby	HSC-114 Truley	Master Course Maintenance	03/03/22	05/15/22		\$ 210.00
Monkelien, Paxton	Upward Bound	Summer Mentor	05/31/22	06/30/22		\$ 2,500.00
Moravek, Charles	English	Non-Instructional	05/26/22	05/26/22		\$ 44.00
Mueller, Sandra	MKT-110	Master Course Major	05/16/22	05/16/22		\$ 2,400.00
Oetken, Brett	College Now	NACEP Visit - MVAO	04/25/22	04/25/22		\$ 100.00
Oetken, Brett	College Now	NACEP Visit - Cherokee	04/05/22	04/05/22		\$ 100.00
Oetken, Brett	College Now	NACEP Visit - Le Mars	04/01/22	04/01/22		\$ 100.00
Patchin, Kerry	HSC-173	Master Course Maintenance	03/03/22	05/15/22		\$ 210.00
Polk, Charles	College Now	NACEP Visit - SC HIS-152	05/16/22	05/16/22		\$ 100.00
Polk, Charles	College Now	NACEP Visit - SC ENG-106	05/16/22	05/16/22		\$ 100.00
Polk, Charles	English	Non-Instructional	05/26/22	05/26/22		\$ 44.00
Rivas, Ashley	Upward Bound	Summer Mentor	05/31/22	06/30/22		\$ 2,500.00
Rocha, Lexli	Summer Camp	Instructor	06/20/22	06/23/22		\$ 830.00
Romig, Renee	College Now	NACEP Visit - Sioux City	05/03/22	05/03/22		\$ 100.00
Runge, Ashley	Upward Bound	Teacher	06/20/22	06/23/22		\$ 800.00
Sampson, Shane	College Now	NACEP Visit - LeMars	04/27/22	04/27/22		\$ 100.00
Siefker, Todd	Upward Bound	Teacher	06/06/22	06/30/22		\$ 3,200.00
Sweum, Hayden	Upward Bound	Summer Mentor	05/31/22	06/30/22		\$ 2,500.00
Taylor, Nicholas	Verizon Summer Camp	Instructor	06/13/22	06/30/22		\$ 3,984.00
Vargas, Adolfo	Upward Bound	Summer Mentor	05/31/22	06/30/22		\$ 2,500.00
Vargas, Elizabeth	Summer Camp	Instructor	06/20/22	06/23/22		\$ 830.00
Wall, Everett	Upward Bound	Teacher	06/06/22	06/30/22		\$ 3,200.00
Wulf, Beth	College Now	NACEP Visit - OABCIG	05/03/22	05/03/22		\$ 100.00
Wulf, Beth	College Now	NACEP Visit - SBL	04/27/22	04/27/22		\$ 100.00
Wulf, Beth	ENG-105	Master Course Maintenance	03/10/22	05/15/22		\$ 210.00
Wulf, Beth	ENG-106	Master Course Maintenance	03/10/22	05/15/22		\$ 210.00
Zeimen, Debra	C.N.A	Patient Care Aide	05/14/22	06/30/23	\$ 15.84	Time Entry

Western Iowa Tech Community College
 Community & Continuing Education
 Course Approval List
 from 5/1/2022 to 5/31/2022

SEC TERM	SEC NAME	SEC SHORT TITLE	SEC LOCATION	SEC START DATE	SEC END DATE	Faculty Name	Comments
22/FY	CTRA-1050-05	Teen Drivers Education	SC	6/2/2022	6/28/2022	Kimberly Mendenhall	Rick Admire #75492 36 hrs @ 30.00 behind the wheel
						Shane Steele	Shane Steele #162593 36 hrs @ \$18.00 per student
						Richard Admire	Shane Steele #162593 36 hrs @ \$30.00 behind the wheel
							Shane Steele #162593 36 hrs @ \$39.25 classroom
							Kim Mendenhall #18390 36 hrs @ \$30.00 behind the wheel

AIA Document G702™ - 1992

Inv # 11034

Application and Certificate for Payment

TO OWNER: Western Iowa Tech Community College 4647 Stove Ave Sioux City, IA 51106	PROJECT: WITCC Water Curtain	APPLICATION NO: 22.586400002	Distribution to:
		PERIOD TO: 5/13/2022	OWNER <input type="checkbox"/>
		CONTRACT FOR:	ARCHITECT <input type="checkbox"/>
FROM CONTRACTOR: HCI Construction 1505 Stable Drive S. Sioux City, NE 68776	VIA ARCHITECT:	CONTRACT DATE:	CONTRACTOR <input type="checkbox"/>
		PROJECT NOS: 25864 / /	FIELD <input type="checkbox"/>
			OTHER <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

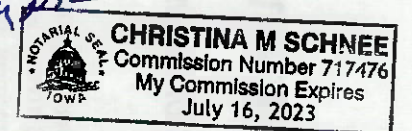
Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 64,700.00
2. NET CHANGE BY CHANGE ORDERS	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 64,700.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 46,275.40
5. RETAINAGE:	
a. _____ % of Completed Work (Column D + E on G703)	\$ _____
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 46,275.40
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 16,966.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 29,309.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 18,424.60
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: HCI Construction
 By: *[Signature]* Date: 5-13-2022
 State of Iowa
 County of Woodbury
 Subscribed and sworn to before
 me this 13th day of May
 Notary Public: *[Signature]*
 My commission expires: 2-13-2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 416 \$ 29,309.40
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT: *[Signature]* Date: 5-18-2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are in US dollars.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 22.586400002
APPLICATION DATE: 5/13/2022
PERIOD TO: 5/13/2022
ARCHITECT'S PROJECT NO: 5864

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>		H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		%	<i>(G ÷ C)</i>		
1	General Conditions	4,940.00	1,630.00	1,630.40		3,260.40	66.00	1,679.60	
2	Demolition	1,840.00	1,840.00			1,840.00	100.00		
3	Metals	29,680.00	7,420.00	14,840.00		22,260.00	75.00	7,420.00	
4	Wood & Plastics	19,180.00	4,795.00	9,590.00		14,385.00	75.00	4,795.00	
5	Thermal & Moisture Protection	250.00		125.00		125.00	50.00	125.00	
6	Doors & Windows	270.00		135.00		135.00	50.00	135.00	
7	Finishes	8,540.00	1,281.00	2,989.00		4,270.00	50.00	4,270.00	
Totals		64,700.00	16,966.00	29,309.40		46,275.40	71.52	18,424.60	
GRAND TOTAL									

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

TO OWNER: WESTERN IOWA TECH COM COLLEGE PROJECT: WITCC KISER BLDG CHILLER & PUM
 PO BOX 5199 PO BOX 5199
 SIOUX CITY, IA 51102 SIOUX CITY, IA 51102

APPLICATION NO.: 01
 PERIOD TO: 5/25/2022
 PROJECT NO.: 622I029
 PURCHASE ORDER NO.: B13037
 CONTRACT DATE:

Distribution to:
 CONTRACTOR
 ARCHITECT
 SUBCONTRACTOR

FROM CONTRACTOR: CW Suter Services ARCHITECT:
 1800 11th Street
 Sioux City, IA 51101

INVOICE NO.: JC11746

CONTRACTOR FOR: WITCC KISER BLDG CHILLER & PUM

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. ORIGINAL CONTRACT AMOUNT	\$	<u>828,900.00</u>
2. SUM OF ALL CHANGE ORDERS	\$	<u>0.00</u>
3. CONTRACT AMOUNT TO DATE (Line 1 ± 2)	\$	<u>828,900.00</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column G on Continuation Page)	\$	<u>8,500.00</u>
5. a. 5.00% of Completed Work (Column D & E on Continuation Page)	\$	<u>425.00</u>
b. 5.00% of Stored Materials (Column F on Continuation Page)	\$	<u>0.00</u>
Total Retainage (Lines 5a & 5b)	\$	<u>425.00</u>
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$	<u>8,075.00</u>
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$	<u>0.00</u>
8. PAYMENT DUE	\$	<u>8,075.00</u>
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$	<u>820,825.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

Subcontractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Subcontract Documents, (2) all sums previously paid to Subcontractor under the Subcontract have been used to pay Subcontractor's cost for labor, material and other obligations under the Subcontract for Work previously paid for, and (3) Subcontractor is legally entitled to this payment.

Contractor

By: [Signature] Date: 5/24/2022

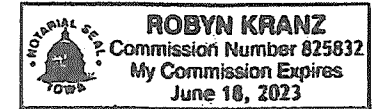
State of: IA
 County of:

Subscribed and sworn to before

me this 24th day of May

Notary Public: [Signature]

My Commission Expires June 18, 2023



ARCHITECT'S CERTIFICATION

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 8,075.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Page that are changed to conform to amount certified.)

ARCHITECT:

By: Dale E. Woudet Date: 5/26/2022

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made to Subcontractor, and is without prejudice to any rights of Owner or Subcontractor under the Subcontract Documents or otherwise.

OK of [Signature] 5/25/22

CONTINUATION SHEET

APPLICATION AND CERTIFICATION FOR PAYMENT,
containing Contractor's signed certification, is attached.

APPLICATION NO.: 01
APPLICATION DATE: 5/24/2022
PERIOD TO: 5/25/2022
INVOICE NO.: JC11746

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		%	TOTAL COMPLETED AND STORED TO DATE (D + E + F)		
1	GENERAL CONDITIONS	8,500.00	0.00	8,500.00	0.00	8,500.00	100.00	0.00	425.00
2	HYDRONIC PIPING MATERIAL	88,195.00	0.00	0.00	0.00	0.00	0.00	88,195.00	0.00
3	HYDRONIC PIPING LABOR	37,765.00	0.00	0.00	0.00	0.00	0.00	37,765.00	0.00
4	HVAC EQUIP MATERIAL	526,265.00	0.00	0.00	0.00	0.00	0.00	526,265.00	0.00
5	HVAC EQUIP LABOR	7,670.00	0.00	0.00	0.00	0.00	0.00	7,670.00	0.00
6	DEMOLITION	8,500.00	0.00	0.00	0.00	0.00	0.00	8,500.00	0.00
7	HVAC CONTROLS	44,385.00	0.00	0.00	0.00	0.00	0.00	44,385.00	0.00
8	INSULATION	43,550.00	0.00	0.00	0.00	0.00	0.00	43,550.00	0.00
9	ELECTRICAL	12,100.00	0.00	0.00	0.00	0.00	0.00	12,100.00	0.00
10	BALANCING	1,970.00	0.00	0.00	0.00	0.00	0.00	1,970.00	0.00
11	CONTINGENCIES	50,000.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0.00
Totals		828,900.00	0.00	8,500.00	0.00	8,500.00		820,400.00	425.00

PAYMENT APPLICATION

<p>TO: Western Iowa Tech 4647 Stone Ave Sioux City, Iowa 51102 Attn:</p> <p>FROM: Haselhoff Construction, Inc. P.O. Box 953 1525 South Second Cherokee, IA 51012</p> <p>FOR:</p>	<p>PROJECT NAME AND LOCATION: WIT Nursing Renovation 2021 4647 Stone Ave Sioux City, Iowa 51102</p> <p>ARCHITECT: CMBA Architects 302 Jones Street Suite 200 Sioux City, Iowa 51101</p>	<p>APPLICATION # 6</p> <p>PERIOD THRU: 05/02/2022</p> <p>PROJECT #s: SC20161</p> <p>DATE OF CONTRACT: 10/18/2021</p>	<p>Distribution to:</p> <p><input type="checkbox"/> OWNER</p> <p><input type="checkbox"/> ARCHITECT</p> <p><input type="checkbox"/> CONTRACTOR</p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$560,250.00
2. SUM OF ALL CHANGE ORDERS	\$10,887.95
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$571,137.95
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$367,910.96
5. RETAINAGE:	
a. 10.00% of Completed Work (Columns D + E on Continuation Page)	\$35,157.55
b. 10.00% of Material Stored (Column F on Continuation Page)	\$1,633.54
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$36,791.09
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$331,119.87
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$242,523.05
8. PAYMENT DUE	\$88,596.82
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$240,018.08

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$10,887.95	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$10,887.95	\$0.00
NET CHANGES	\$10,887.95	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Haselhoff Construction, Inc.

By: [Signature] Date: 5/26/2022

State of: Iowa

County of: Cherokee

Subscribed and sworn to before

me this 26th day of May 2022



Notary Public: [Signature]

My Commission Expires: 12/17/2022

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... [Signature] \$88,596.82

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: CMBA Architects Brent Koch

By: [Signature] Date: 05/31/2022

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: WIT Nursing Renovation 2021
WIT Nursing Renovation Cherokee Iowa

APPLICATION #: 6
DATE OF APPLICATION: 05/02/2022
PERIOD THRU: 05/02/2022
PROJECT #s: SC20161

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD		% COMP. (G / C)			
1	General Requirements	\$27,853.36	\$13,369.61	\$2,785.34	\$0.00	\$16,154.95	58%	\$11,698.41	\$1,615.50
2	Allowance	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$50,000.00	\$0.00
3	Bond	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$500.00
4	Demo Floor	\$8,750.00	\$8,750.00	\$0.00	\$0.00	\$8,750.00	100%	\$0.00	\$875.00
5	Replace Concrete Floor	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100%	\$0.00	\$350.00
6	Demo Doors/Partitions	\$5,150.00	\$5,150.00	\$0.00	\$0.00	\$5,150.00	100%	\$0.00	\$515.00
7	Demo Ceiling/Wall Panels	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	100%	\$0.00	\$500.00
8	Fill in Door Opening	\$1,100.00	\$1,100.00	\$0.00	\$0.00	\$1,100.00	100%	\$0.00	\$110.00
9	Landfill	\$4,000.00	\$1,350.00	\$500.00	\$0.00	\$1,850.00	46%	\$2,150.00	\$185.00
10	Rough Carpentry	\$1,700.00	\$1,300.00	\$150.00	\$0.00	\$1,450.00	85%	\$250.00	\$145.00
11	Casework	\$9,963.52	\$2,150.00	\$0.00	\$7,813.52	\$9,963.52	100%	\$0.00	\$996.35
12	Labor	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,500.00	\$0.00
13	Caulking	\$700.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$700.00	\$0.00
14	Frames/Doors/Hardware	\$13,376.00	\$4,618.00	\$0.00	\$0.00	\$4,618.00	35%	\$8,758.00	\$461.80
15	Labor	\$4,290.00	\$750.00	\$0.00	\$0.00	\$750.00	17%	\$3,540.00	\$75.00
16	Floor Prep	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	\$0.00
17	Drywall	\$82,689.00	\$49,955.63	\$32,733.37	\$0.00	\$82,689.00	100%	\$0.00	\$8,268.90
18	Acoustical Ceilings	\$14,655.00	\$0.00	\$1,116.38	\$8,521.92	\$9,638.30	66%	\$5,016.70	\$963.83
19	Flooring	\$20,453.12	\$14,609.12	\$0.00	\$0.00	\$14,609.12	71%	\$5,844.00	\$1,460.91
20	Painting	\$13,850.00	\$0.00	\$11,850.00	\$0.00	\$11,850.00	86%	\$2,000.00	\$1,185.00
21	Paint Floor	\$3,375.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,375.00	\$0.00
22	Visual Display	\$941.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$941.00	\$0.00
23	Labor	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$750.00	\$0.00
24	Curtain Tracks	\$3,873.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,873.00	\$0.00
25	Labor	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,500.00	\$0.00
26	Wall/Door Protection	\$701.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$701.00	\$0.00
27	Labor	\$650.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$650.00	\$0.00
28	Glass	\$3,180.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,180.00	\$0.00
29	FRP	\$880.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$880.00	\$0.00
	SUB-TOTALS	\$297,380.00	\$116,602.36	\$49,135.09	\$16,335.44	\$182,072.89	61%	\$115,307.11	\$18,207.29

CONTINUATION PAGE

CONTINUATION PAGE

PROJECT: WIT Nursing Renovation 2021
WIT Nursing Renovation Cherokee Iowa

APPLICATION #: 6
DATE OF APPLICATION: 05/02/2022
PERIOD THRU: 05/02/2022
PROJECT #s: SC20161

Payment Application containing Contractor's signature is attached.

ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
			30	Electrical Mobilization Temp					
31	Conduit Boxes Fittings hardware	\$24,000.00	\$15,600.00	\$3,360.00	\$0.00	\$18,960.00	79%	\$5,040.00	\$1,896.00
32	Light Fixtures	\$23,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$23,000.00	\$0.00
33	Wire Cable Terminations	\$9,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$9,100.00	\$0.00
34	Devices	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,600.00	\$0.00
35	Fire Alarms/Speakers	\$5,720.00	\$2,138.00	\$0.00	\$0.00	\$2,138.00	37%	\$3,582.00	\$213.80
36	Panels/Disconnects	\$4,428.00	\$2,703.00	\$0.00	\$0.00	\$2,703.00	61%	\$1,725.00	\$270.30
37	Nurse Call	\$3,583.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,583.00	\$0.00
38	Demo	\$5,750.00	\$5,750.00	\$0.00	\$0.00	\$5,750.00	100%	\$0.00	\$575.00
39	Plumbing General Requirement	\$10,640.00	\$8,512.00	\$0.00	\$0.00	\$8,512.00	80%	\$2,128.00	\$851.20
40	UG Waste and Storm M	\$440.00	\$440.00	\$0.00	\$0.00	\$440.00	100%	\$0.00	\$44.00
41	UG Waste and Storm L	\$1,280.00	\$1,280.00	\$0.00	\$0.00	\$1,280.00	100%	\$0.00	\$128.00
42	AG Waste and Strom M	\$1,480.00	\$1,139.60	\$118.40	\$0.00	\$1,258.00	85%	\$222.00	\$125.80
43	AG Waste and Storm L	\$3,100.00	\$3,100.00	\$0.00	\$0.00	\$3,100.00	100%	\$0.00	\$310.00
44	AG Domestic M	\$13,420.00	\$10,065.00	\$1,342.00	\$0.00	\$11,407.00	85%	\$2,013.00	\$1,140.70
45	AG Domestic L	\$9,570.00	\$6,699.00	\$1,435.50	\$0.00	\$8,134.50	85%	\$1,435.50	\$813.45
46	Compressed Air M	\$2,980.00	\$596.00	\$1,937.00	\$0.00	\$2,533.00	85%	\$447.00	\$253.30
47	Compressed Air L	\$4,920.00	\$4,674.00	\$0.00	\$0.00	\$4,674.00	95%	\$246.00	\$467.40
48	Hydronic Piping M	\$4,560.00	\$2,280.00	\$1,596.00	\$0.00	\$3,876.00	85%	\$684.00	\$387.60
49	Hydronic Piping L	\$4,530.00	\$0.00	\$3,850.50	\$0.00	\$3,850.50	85%	\$679.50	\$385.05
50	Plumbing Equipment M	\$7,560.00	\$6,652.80	\$0.00	\$0.00	\$6,652.80	88%	\$907.20	\$665.28
51	Plumbing Equipment L	\$1,390.00	\$139.00	\$0.00	\$0.00	\$139.00	10%	\$1,251.00	\$13.90
52	Plumbing Fixture M	\$3,730.00	\$2,798.00	\$0.00	\$0.00	\$2,798.00	75%	\$932.00	\$279.80
53	Plumbing Fixture L	\$680.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$680.00	\$0.00
54	Hydronic Equipment M	\$6,620.00	\$3,310.00	\$0.00	\$0.00	\$3,310.00	50%	\$3,310.00	\$331.00
55	Hydronic Equipment L	\$1,130.00	\$0.00	\$960.50	\$0.00	\$960.50	85%	\$169.50	\$96.05
56	Plumbing Demo	\$1,630.00	\$978.00	\$0.00	\$0.00	\$978.00	60%	\$652.00	\$97.80
57	Sub Insulation	\$7,550.00	\$0.00	\$6,417.50	\$0.00	\$6,417.50	85%	\$1,132.50	\$641.75
58	Sub Mics	\$791.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$791.00	\$0.00
	SUB-TOTALS	\$472,431.00	\$203,325.76	\$70,152.49	\$16,335.44	\$289,813.69	61%	\$182,617.31	\$28,981.37

CONTINUATION PAGE

PROJECT: WIT Nursing Renovation 2021
WIT Nursing Renovation Cherokee Iowa

APPLICATION #: 6
DATE OF APPLICATION: 05/02/2022
PERIOD THRU: 05/02/2022
PROJECT #s: SC20161

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (if Variable)
			E COMPLETED WORK			% COMP. (G / C)			
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
59	HVAC General Requirements	\$5,269.00	\$4,742.10	\$263.45	\$0.00	\$5,005.55	95%	\$263.45	\$500.56
60	HVAC Equipment M	\$4,280.00	\$3,852.00	\$428.00	\$0.00	\$4,280.00	100%	\$0.00	\$428.00
61	HVAC Equipment L	\$880.00	\$880.00	\$0.00	\$0.00	\$880.00	100%	\$0.00	\$88.00
62	HVAC Duct M	\$10,810.00	\$10,377.60	\$432.40	\$0.00	\$10,810.00	100%	\$0.00	\$1,081.00
63	HVAC Duct L	\$3,860.00	\$3,860.00	\$0.00	\$0.00	\$3,860.00	100%	\$0.00	\$386.00
64	HVAC Grills and Diffusers M	\$1,030.00	\$1,030.00	\$0.00	\$0.00	\$1,030.00	100%	\$0.00	\$103.00
65	HVAC Grills and Diffusers L	\$510.00	\$51.00	\$0.00	\$0.00	\$51.00	10%	\$459.00	\$5.10
66	HVAC Demo	\$820.00	\$820.00	\$0.00	\$0.00	\$820.00	100%	\$0.00	\$82.00
67	Sub Insulation	\$1,460.00	\$730.00	\$730.00	\$0.00	\$1,460.00	100%	\$0.00	\$146.00
68	Sub Temp Controls	\$55,280.00	\$39,801.60	\$4,422.60	\$0.00	\$44,224.20	80%	\$11,055.80	\$4,422.42
69	Sub Balancing	\$3,620.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,620.00	\$0.00
70	PCO 1 Wall at Rooms 312 and	\$2,726.52	\$0.00	\$2,726.52	\$0.00	\$2,726.52	100%	\$0.00	\$272.65
71	PCO 2 RFP E1	\$6,619.80	\$0.00	\$2,950.00	\$0.00	\$2,950.00	45%	\$3,669.80	\$295.00
72	PCO 3 RFP M2	\$1,541.63	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,541.63	\$0.00
TOTALS		\$571,137.95	\$269,470.06	\$82,105.46	\$16,335.44	\$367,910.96	64%	\$203,226.99	\$36,791.09



DATE: June 6, 2022

TO: Terry Murrell, President

FROM: Tawnya Beermann, Dean of Students
Lora VanderZwaag, Registrar

RE: WITCC Spring 2022 Graduation Report

Background

Graduation day, one of WITCC's most public-facing events, is an exciting time of sharing moments of pride, accomplishment, and a look toward the future with our students. It is also our greatest opportunity to showcase WITCC's positive impact in the communities we serve.

This year, the WITCC graduation ceremonies had a fresh new look, with all graduates wearing black regalia with lime green tassels and a silver WIT logo. A new banner displayed above the stage. These changes were a collaborative effort with the WITCC Marketing department, and have been well-received.

Spring 2022 graduation day included three events hosted at the Sioux City Tyson Events Center:

- 2:00 PM Nursing Pinning Ceremony
- 4:00 PM Health Science programs and Arts & Sciences programs
- 6:00 PM Career & Tech programs (non-medical), and HISED and Gateway to College

WITCC 2022 Spring graduation day was a huge success thanks to all of the cross-college collaboration prior to and the day of the event.

Spring 2022 graduation numbers are up this year, rebounding from a decline over the last three years. Gains reflect in Associate of Applied Science degrees and Certificates. Perhaps some of this gain is attributed to the Last Dollar Scholarship opportunities. This is welcome news, as we move out of a pandemic, and continue to put our efforts toward addressing the workforce crisis. Arts & Sciences completions rebounded slightly. We hope to see this trend continue with the implementation of the specific transfer degrees. These numbers are a true testament to the support that WITCC provides to students to help them persist and complete their goals, especially in times of great uncertainty.



Outcomes:

ACADEMIC DEGREE	SPRING SEMESTER CREDENTIALS AWARDED								
	YEAR AWARDED								
	2022	2021	2020	2019	2018	2017	2016	2015	2014
Associate of Arts	50	45	72	62	61	86	61	55	92
Associate of Science	4	5	11	7	9	10	3	9	7
Associate of General Studies	6	7	4	3	2	3	5	5	5
Associate of Applied Science	262	234	257	274	270	265	261	276	252
Total Associate Degrees	322	291	344	346	342	364	330	345	356
Diplomas	318	321	315	327	373	309	380	287	274
Certificates	389	343	355	485	393	490	535	498	439
Total Credentials Awarded	1029	955	1014	1158	1108	1163	1245	1130	1069



DATE: June 6, 2022

TO: Dr. Terry Murrell, President

FROM: Darin Moeller, Executive Dean of Instruction
Carmen Wilson, Associate Dean – Corporate College
Sam Pribil, Economic Development Coordinator

RE: 260E Preliminary Agreement for Lopez Foods Inc.

The first formal step in initiating a 260E Iowa New Jobs Training (INJT) Project is the execution of a Preliminary Industrial New Jobs Training Agreement. The preliminary agreement establishes a State recognized INJT project start date.

Lopez Foods Inc. will be expanding its workforce in its Cherokee, Iowa location. Below is a synopsis of Lopez Foods Inc. Attached is the preliminary Iowa New Jobs Training Agreement.

As noted in Article III, section 3.4 in the Preliminary Agreement, all commitments of the Lopez Foods Inc. and Western Iowa Tech Community College under this Preliminary Agreement are subject to the condition that mutually agreeable terms of a permanent training agreement shall be reached on or before June 13, 2024. It is understood and agreed that if such a final agreement is not reached; neither Lopez Foods Inc. nor Western Iowa Tech Community College shall be obligated to proceed with a training program.

Company Description:

Lopez Foods, Inc has been a manufacturer of beef, pork, and poultry products for over 51 years. Currently, Lopez Foods, Inc. has over 600 employees located in Oklahoma. In the summer of 2019, Lopez Foods, Inc, purchased the Iowa Food Group, LLC's processing facility in Cherokee, Iowa, and has plans to expand its operations in Northwest Iowa.

Recommendation:

It is the administrative recommendation that the Board approves the Preliminary Iowa New Jobs Training Agreement with Lopez Foods Inc.

IOWA NEW JOBS TRAINING PROGRAM (260E)
PRELIMINARY AGREEMENT

Western Iowa Tech
Community College
The "College"

&

Lopez Foods, Inc.
The "Employer"

Project #

2

1300 S. Lake St. Cherokee, IA 51012
Employer Address

Agree to pursue the development of an Iowa New Jobs Training Program (260E) training project, effective as of the date both College and Employer shall have executed this Preliminary Agreement (the "Effective Date"). The Employer agrees to provide the College with the information necessary to develop a training project. If the parties are able to agree on a training project, they will enter into a New Jobs Training Agreement (the "Agreement"), which is subject to the approval of the College's Board of Directors. If the Agreement is approved by the College, any new positions that are created by the Employer on or after the Effective Date may be included in the Agreement. The parties acknowledge that this Preliminary Agreement is not a guarantee of project approval or project funding. This Preliminary Agreement is intended to remain in effect for a maximum of two calendar years from the Effective Date.

It is acknowledged by the parties that if the Employer commences training prior to approval of the Agreement by the College's Board of Directors and project funding, the Employer does so at its own risk and without any guarantee that costs incurred will be reimbursed by the College. Nothing herein shall under any circumstances be interpreted as a commitment by the College to approve the project or provide funding prior to approval of the Agreement by the College's Board of Directors. The Employer acknowledges that any costs of the training project in excess of amounts available from New Jobs Training Certificates, and any debt service on the New Jobs Training Certificates in excess of amounts available from the new jobs credit from withholding, will be the responsibility of the Employer, and that the payments required to be made by the Employer under the Agreement will be subject to the provisions of Section 260E.3(5) of the Iowa Code.

Western Iowa Tech
Community College
Name of Community College

Lopez Foods, Inc.
Name of Employer

Signature of President of the Board

Signature of Employer Official

Signature of Secretary of the Board

Date

Date

Notes: Base Employment Number:

60 59 mya for Richard Lane

WESTERN IOWA TECH COMMUNITY COLLEGE

Industrial New Jobs Training Program.
(Lopez Foods Inc.)

- Resolution Approving Preliminary Industrial New Jobs Training Agreement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COLLEGE.

_____, 2022

The Board of Directors of Western Iowa Tech Community College met in _____ session, at _____, _____, Iowa, at _____ o'clock __.M., on the above date. There were present President Russell Wray, in the chair, and the following named Board Members:

Absent: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING THE PRELIMINARY INDUSTRIAL NEW JOBS TRAINING AGREEMENT", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the President declared the Resolution duly adopted.

RESOLUTION APPROVING THE PRELIMINARY INDUSTRIAL NEW JOBS TRAINING AGREEMENT

WHEREAS, the Western Iowa Tech Community College (the "Community College") is in need of funds to carry out a new jobs training project as hereinafter described; and, it is deemed necessary that it should provide funds to pay the costs thereof in an amount to be determined upon completion of the budget for the project as authorized by Chapter 260E and 260F, Code of Iowa, as amended (the "Act"); and

WHEREAS, a Preliminary Industrial New Jobs Training Agreement (the "Preliminary Agreement") has been negotiated with the Lopez Foods Inc. (the "Employer"), which Preliminary Agreement established a new jobs training program to educate and train certain persons employed by Employer in new jobs and such Preliminary Agreement is deemed to be beneficial to the Community College and Employer; and

WHEREAS, the form of Preliminary Agreement has been presented to this Board and is deemed to be appropriate for the purpose; and

WHEREAS, before Industrial New Jobs Training Certificates or a fund advance may be issued to fund the project contemplated by the Preliminary Agreement, it is necessary to comply with the provisions of the Act and to approve the execution of the Preliminary Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WESTERN IOWA TECH COMMUNITY COLLEGE:

That the Preliminary Agreement with Lopez Foods Inc. and the form thereof are hereby approved and the President of the Board and Secretary of the Board are authorized to sign the Preliminary Agreement on behalf of the Community College.

PASSED AND APPROVED this _____ day of _____, 2022.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors



MEMO

TO: Dr. Terry Murrell, President

FROM: Darin Moeller, Executive Dean of Instruction
Carmen Wilson, Associate Dean - Corporate Training and Consulting
Todd Rausch, Director of SBDC

DATE: June 1, 2022

RE: WIT Small Business Development Center Subcontract Agreement with Iowa State University of Science and Technology

Background Information

The U. S. Small Business Administration (SBA) through the Office of Small Business Development Centers (SBDC) provides management assistance to current and prospective small business owners. SBDCs offer one-stop assistance to individuals and small businesses by providing a wide variety of information and guidance in central and easily accessible branch locations.

Iowa State University (ISU) has the prime agreement with the SBA to oversee the management and operations of the Iowa Small Business Development Center program. ISU subcontracts with other educational institutions for the placement and operation of the fifteen SBDCs in Iowa.

An Iowa Small Business Development Center (SBDC) is located on the Sioux City campus of Western Iowa Tech Community College under the name WIT Small Business Development Center (WIT SBDC).

A contract is renewed on an annual basis for operation of a center. The FY 2022 contract will fund the full-time position of the WIT SBDC Executive Director. Furthermore, it identifies a cash match from the subcontractor of \$ 34,392 for FY 2022.

Recommendation:

It is the administrative recommendation that the Board approve the FY 2022 subcontract agreement with Iowa State University of Science and Technology for operation of the WIT Small Business Development Center.

**Subcontract Agreement
No. 025754M ("Subcontract")**

This Subcontract is entered into between the Pass-through Entity and Subcontractor named below for the performance of a portion of the Scope of Work originally awarded to the Pass-through Entity. The parties agree to the following terms and conditions:

Pass-Through Entity ("PTE"): Iowa State University of Science and Technology	Subcontractor ("Subcontractor"): Name: Western Iowa Tech Community College EIN: 42-0926922
PTE Principal Investigator ("PTE PI"): Lisa Shimkat	Subcontractor Principal Investigator ("Subcontractor PI"): Todd Rausch
Federal Awarding Agency: U.S. Small Business Administration Federal Award Identification Number: SBAH122B0040 Federal Award Date: 05/10/2022 CFDA Number: 59.037 CFDA Title: Small Business Development Centers Is this Award R & D? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Title ("Project"): 2022 SBA Cooperative Agreement	
Subcontract Period of Performance ("Period of Performance"): Start Date ("Start Date"): January 1, 2022 End Date ("End Date"): December 31, 2022	
Amount Funded This Action: \$92,549	Cost-Share Required This Action: \$34,392
Subcontract Type: <input type="checkbox"/> Fixed Price <input checked="" type="checkbox"/> Cost Reimbursable	
This Subcontract includes the following attachments:	
<input checked="" type="checkbox"/> Attachment 1: Certifications and Assurance	<input checked="" type="checkbox"/> Attachment 4: Reporting and Deliverables
<input checked="" type="checkbox"/> Attachment 2: Prime Award	<input checked="" type="checkbox"/> Attachment 5: Scope of Work and Budget
<input checked="" type="checkbox"/> Attachment 3: PTE and Subcontractor Contact	<input checked="" type="checkbox"/> Attachment 6: Other Attachments (as applicable)

1. SUBCONTRACT ADMINISTRATION

Contact information for PTE and Subcontractor are provided in Attachments 3A and 3B. Matters should be directed to the responsible parties as indicated below:

- A. Financial. Matters concerning invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact.
- B. Technical Performance. Matters concerning the technical performance of this Subcontract should be directed to the appropriate party's PI.
- C. Subcontract Administration. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subcontract or any of its attachments must be directed to the appropriate party's Authorized Official. Any change to the Subcontract requires the prior written approval of each party's Authorized Official.

2. PROJECT

- A. Period of Performance. The period of performance for this Subcontract shall begin on the Start Date and shall end on the End Date as provided in the table above. No costs shall be incurred prior to the Start Date nor subsequent to the End Date. Whenever Subcontractor knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of this Subcontract, Subcontractor shall immediately give PTE written notice to that effect.
- B. Budget and Scope of Work. The Scope of Work and Budget (as applicable) for this Subcontract are included as Attachment 5. Subcontractor shall supply all personnel, equipment, and materials necessary to accomplish the tasks set forth in Attachment 5. PTE may, if necessary, or if required by Awarding Agency, make reasonable changes to the Subcontractor Scope of Work. Should such change(s) result in change(s) to the Subcontract budget, the parties agree to negotiate such change(s) in good faith.

- C. Key Personnel. Subcontractor's PI is considered essential to the work to be performed under this Subcontract. Substitution or substantial reduction in commitment of Subcontractor's PI requires the prior written approval of PTE. If Subcontractor desires to replace Subcontractor's PI, Subcontractor shall notify PTE in writing within thirty (30) days of the date of such replacement and propose a substitute PI.
- D. Reports. Subcontractor shall provide such reports and deliverables (as applicable) as required by the Scope of Work and the Prime Award. See Attachment 4.

3. FINANCIAL

- A. Cost. PTE agrees to reimburse Subcontractor in an amount not to exceed the Total Amount of Federal Funds Obligated to Date for the Project as provided on page 1 of the Subcontract. This is the maximum Subcontractor is authorized to expend or have committed for this Project. PTE shall not be obligated to pay Subcontractor for any costs incurred in excess of this obligated amount. In addition, Subcontractor shall be responsible for documentation of non-federal cost-sharing/matching in the amount specified as Cost-Share Required This Action as provided on page 1 of the Subcontract and shall comply with applicable cost principles governing Subcontractor. Compensation for services provided to the Subcontractor by the SBDC Regional Director or other paid consultants working at the SBDC Regional Director's direction, such as for teaching services, may not be used by Subcontractor to satisfy cost-sharing/matching requirement.
- B. Invoices. Subcontractor invoices for allowable costs must be prepared in the format of the blank SBDC Financial Report in Attachment 6 and shall be submitted monthly to the following address: Chief Accountant, America's SBDC Iowa, 1805 Collaboration Place, Suite 1342, Ames, IA 50010-9166 or emailed to alismith@iastate.edu. Invoices with required signatures must be received in the SBDC State Office by the 10th of the following month. If the SBDC Regional Director is unavailable or unable to sign as required, and Interim Signatory must be approved by the SBDC State Office.

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Failure to include the information listed above will result in the invoice being rejected and returned unpaid. Upon request, Subcontractor shall furnish to PTE any necessary documentation supporting invoiced amounts. A final invoice, marked "FINAL" must be submitted to the PTE within twenty (20) days after Subcontract End Date. Invoices submitted after this deadline may not be paid.

- C. Payment. Payment will be made upon receipt of proper invoices. All payments shall be considered provisional and subject to adjustment in the event adjustment is necessary as a result of an adverse audit finding against the Subcontractor. Payments may be withheld until receipt of required cost share (as applicable), reports, or closeout documentation.
- D. Allowable Costs. PTE will compensate the Subcontractor for costs incurred in the performance of the Subcontract provided that: (i) such costs do not exceed the total amount of Subcontractor funds obligated to date; (ii) such costs were necessary and reasonable for the performance of this Subcontract; (iii) such costs are allowable under the Prime Award; and (iv) such costs are incurred in accordance with Subcontractor's policies and procedures and comply with the governing regulations applicable to the Subcontractor. If Subcontractor policies conflict with the Prime Award, the more restrictive rules will apply.
- E. Facilities and Administrative Costs. Subcontractor's estimated facilities and administrative costs are are not included in the Subcontract amount reflected in the "Amount Funded This Action" field. If facilities and administrative costs are included, they shall not exceed Subcontractor's federally approved rate or the de minimis rate, if applicable.
- F. Budget Revisions. Subcontractor may revise its approved budget except as otherwise provided herein. Subcontractor must obtain prior written approval of the PTE's Administrative Contact listed in Attachment 3 for changes to Subcontractor's approved budget which: (i) require prior approval of the Awarding Agency, as indicated in the Prime Award with PTE; or (ii) include the purchase of equipment not specified in the approved budget. Additionally, Subcontractor must follow 2 CFR 200.308 when revising its approved budget.

- G. Equipment. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subcontractor cost sharing funds, as direct costs of the project or program, shall vest in the Subcontractor subject to the conditions specified in 2 CFR 200.313.

4. INTELLECTUAL PROPERTY

- A. Background Intellectual Property. "Background Intellectual Property" means all legal rights of either or both respective parties developed prior to or independently of the Subcontract including all patents and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data ("Intellectual Property"), as applicable. Both parties agree to provide the Background Intellectual Property necessary to complete the objectives of the Project under this Subcontract. Both parties shall retain all rights to their respective Background Intellectual Property provided for this purpose. Neither party shall assume any rights in the other party's Background Intellectual Property provided for the Project other than the right to use said Background Intellectual Property to achieve the objectives of this Project.
- B. Inventions and Patents.
- i. The determination of rights in ownership and disposition of inventions resulting from the performance of the Scope of Work and the administration of patents will be in accordance with 37 CFR 401 and the terms of this Subcontract.
 - ii. Subcontractor shall own the entire right, title, and interest, including all patents and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by Subcontractor in the performance of the Project and developed using Subcontractor's facilities and personnel ("Subcontractor IP"). PTE shall own the entire right, title, and interest, including all patents and other intellectual property rights, in and to all tangible materials, inventions, works of authorship, software, information and data solely conceived or developed by PTE in the performance of the Project and developed using PTE's facilities and personnel ("PTE IP"). Intellectual property created jointly by PTE employees and Subcontractor employees shall be owned jointly by PTE and Subcontractor ("Joint IP").
 - iii. Subcontractor shall ensure that this policy applies to all persons who perform any part of the work under this Subcontract who may reasonably be expected to make inventions hereunder.
- C. Copyrights.
- A. Disposition of any copyrights or any copyrightable material created by Subcontractor in performance of the Scope of Work will be determined by the policy of the Subcontractor.
 - B. Any copyrighted materials are subject to a royalty-free, non-exclusive and irrevocable license to the U.S. Government to reproduce, publish or otherwise use the copyrighted material and to authorize others to do so for federal purposes.
 - C. Subcontractor shall provide copies of all copyrighted or copyrightable materials created under this Subcontract to the PTE PI. Subcontractor hereby grants PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, publish, perform and sublicense any copyrights or copyrighted material (including any computer software and its documentation and/or databases) developed under this Subcontract to the extent required to meet PTE's obligations under its Prime Award and for the purpose of education and research.
- D. Data. Subcontractor shall own the data it generates under this Subcontract. Subcontractor hereby grants to PTE the right to receive copies of such data and to use data created as provided in the Scope of Work to the extent required to meet PTE's obligations under its Prime Award and for the purpose of education and research. Additionally, Subcontractor acknowledges the rights of the U.S. Government to use such data.

5. CONFIDENTIALITY

- A. "Confidential Information" shall mean any business or proprietary information provided by one party to the other party during the term of this Subcontract and clearly identified as "Confidential" by the disclosing party at the time of disclosure. If such transmittal occurs orally, the disclosing party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party. Notwithstanding the foregoing, if applicable, the parties agree that any personally identifiable information, including protected health information, shall be considered confidential.
- B. Each party will use at least the same standard of care as it uses to protect its own Confidential Information. In the event that a party discloses Confidential Information to the other during the Project, the receiving party agrees to

disclose the Confidential Information only on a need-to-know basis to its employees, students, or other representatives who are notified of the confidentiality obligations. Each party agrees to use the Confidential Information only for the purposes contemplated by this Subcontract and to use reasonable efforts to prevent its disclosure to third parties. Each party will notify the other party upon discovery of any unauthorized use or disclosure of the Confidential Information.

- C. The receiving party may disclose the Confidential Information if such information (i) was already in the public domain or becomes publicly available through no wrongful act of receiving party; (ii) was previously known or developed by the receiving party without any violation of existing confidentiality obligations; (iii) was known by receiving party prior to disclosure by disclosing party, as evidenced by tangible records; (iv) becomes known to receiving party after disclosure from a third party having the right to disclose it; or (v) is independently developed or discovered by receiving party without use of disclosing party's Confidential Information. In the event Confidential Information is required to be disclosed by law, regulation, court order, or subpoena, the party required to make the disclosure shall notify the other party to allow that party, at its own cost and expense, to seek injunctive or other relief to protect its Confidential Information.
- D. The parties agree that each party retains ownership of its own Confidential Information. The receiving party shall promptly return or destroy the disclosing party's Confidential Information upon request, except for one archival copy to be retained by the receiving party for purposes of observing compliance with this Subcontract and the Prime Award. The obligations of confidentiality shall survive for a period of three (3) years following termination or expiration of this Subcontract.

6. PUBLICITY AND PUBLICATION

- A. Publication. It is the intent of the parties to freely publish and disseminate research results under this Subcontract, subject to any restrictions or requirements imposed by the Prime Award. For purposes of this section, publication refers to scholarly or academic works, including poster sessions, presentations, journal articles, books, podcasts, use of social media to present Project related material publicly and other public disclosures. Subcontractor shall provide a copy of any publication related to the results of this Subcontract to PTE PI.
 - i. Subcontractor shall include an acknowledgement of support as required by the Prime Award in all publications. If no acknowledgement requirement is included in the Prime Award, a general acknowledgement shall be included in the following terms: "This material is based upon work supported by the [Awarding Agency] under Award No. [Prime Award Number]."
 - ii. Every publication by Subcontractor resulting from this Subcontract except articles or papers appearing in scientific, technical, or professional journals shall contain the following disclaimer: "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the [Awarding Agency] or Iowa State University."
- B. Publicity. Except as otherwise permitted above, neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the other party. The parties agree that each party may use factual information regarding the existence of the Subcontract and the nature of the relationship, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described. Either party may use the name of the other party and its employees as necessary to fulfill any reporting obligations.

7. TERMINATION

- A. Either party may terminate this Subcontract with thirty (30) days prior written notice to the other party; however, PTE may terminate this Subcontract earlier if Awarding Agency terminates or suspends the Prime Award. Upon receipt of such notice, Subcontractor shall make no further commitments under this Subcontract and shall take all reasonable actions to cancel or mitigate outstanding obligations. PTE shall pay Subcontractor for all allowable, noncancelable obligations in the event of termination under the preceding circumstances. Subcontractor shall deliver to PTE within thirty (30) days all data, reports, summaries and such other information and material as may have been prepared for and/or accumulated by Subcontractor in the performance of this Subcontract, whether completed or in progress.
- B. In addition to whatever legal remedy it may have in law or in equity, PTE may immediately terminate this Subcontract: (i) for Subcontractor's material failure to comply with the terms of this Subcontract upon ten (10)

days' written notice and opportunity to cure; or (ii) for the insolvency of Subcontractor, or if Subcontractor (a) makes or has made an assignment for the benefit of creditors; (b) is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Subcontractor; or (c) has a receiver or trustee appointed for substantially all of its property. Subcontractor shall deliver to PTE within thirty (30) days all data, reports, summaries and such other information and material as may have been prepared for and/or accumulated by Subcontractor in the performance of this Subcontract, whether completed or in progress. The sole and complete remedy of Subcontractor shall be payment for Project activities performed prior to the termination date.

8. INDEMNIFICATION

To the extent permitted by law (including the Iowa Tort Claims Act, Iowa Code Chapter 669), each party shall be solely liable for any claims, actions, demands, or damages arising out of its own negligence or intentional misconduct of its employees' or agents' performance of this Subcontract.

9. SUBCONTRACTS

Subcontractor shall not enter into any sub-tier agreements without prior written approval of PTE. Any subcontracts included in Subcontractor's approved budget at the time of execution of this Subcontract are hereby approved without further action on the part of Subcontractor or PTE.

10. INSURANCE

Subcontractor warrants that it carries sufficient insurance coverage or self-insurance to comply with the requirements of applicable federal, state and local laws and to cover its obligations under this Subcontract. Subcontractor shall provide evidence of such insurance or self-insurance to PTE via Certificate of Insurance or other documentation acceptable to PTE promptly upon request.

11. RECORDS, AUDIT, AND INSPECTION

- A. Records. Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to reflect all direct and facilities and administration costs of whatever nature Subcontractor claims to have incurred during the performance of this Subcontract. The foregoing constitutes "records" for the purposes of this clause.
- B. Audit. Subcontractor shall preserve and make available all records related to the Subcontract for examination by PTE, the federal government, and/or any duly authorized representative.
 - i. Subcontractor shall preserve and make available the records defined in Section (a) above, until the expiration of three (3) years after the date of the final financial report or final invoice which they cover or until audit is complete and all resulting questions are resolved, whichever occurs last.
 - ii. Records relating to any litigation, claim or audit, started before the expiration of the three (3) year period shall be retained until the findings have been resolved; and
 - iii. Any costs, which, upon audit, are found to be unallowable, will be reduced from future claims for reimbursement, or shall be refunded if this Subcontract has expired.
 - iv. Upon request, Subcontractor will forward to PTE Financial Contact one copy of, or link to, its most recent single audit and annual updates thereof (reference 2 CFR, Part 200.501). Entities that are not subject to 2 CFR, Part 200.501 must submit a copy of their most recent independent audit to PTE Financial Contact.
- C. Inspection. Designated representatives of PTE and Awarding Agency or their authorized representatives shall have the right during Subcontractor's ordinary business hours to inspect the operations, facilities or sites of Subcontractor for purposes of this Subcontract. PTE shall give Subcontractor reasonable notice prior to conducting any such inspection. Access to relevant data, test results, and computation, when used or generated under this Subcontract, shall be made available when requested in such a manner as to not unduly delay the progress of the Project.

12. RESERVED

13. PRIME AWARD

Subcontractor shall comply with all terms and conditions of the Prime Award included in Attachment 2. Substitutions shall be made as appropriate and in accordance with Federal law.

14. CERTIFICATIONS AND ASSURANCES

Attachment 1 includes certifications and assurances made and verified by Subcontractor's Authorized Official.

15. MISCELLANEOUS

- A. Amendments. No modification of this Subcontract shall be effective unless it is in writing and signed by the parties.
- B. Assignment. Neither party may assign this Subcontract or any interest therein without the written consent of the other party.
- C. Independent Contractors. Subcontractor and PTE are independent contractors and shall not act as an agent for the other, nor shall either be deemed to be an employee of the other. Neither party shall enter into an agreement or incur any obligations on the other's behalf or commit the other party in any manner without the other party's prior written consent.
- D. Severability. If any term of this Subcontract or any term of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other terms of this Subcontract which can be given effect without the invalid term. If the deletion substantially alters the basis of this Subcontract, the parties will negotiate in good faith to amend the terms of this Subcontract to give effect to the original intent of the parties.
- E. Waiver. No waiver of any term of this Subcontract whether by conduct or otherwise in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of any such term, or of any other term of this Subcontract.
- F. Compliance with Laws. Subcontractor shall perform this Project in compliance with all applicable laws, regulations, and requirements.
- G. Disputes and Governing Law. The parties shall attempt to resolve all disputes through informal means in good faith. Each party agrees that, prior to resorting to litigation to resolve any dispute, it will confer with the other party to determine whether other procedures that are less expensive or less time consuming can be adopted to resolve the dispute. Both parties agree to remain silent regarding venue and governing law.
- H. Order of Precedence. This Subcontract includes the following: Subcontract Agreement; Attachment 1 – Certifications and Assurances; Attachment 2 – Prime Award; Attachment 3 – PTE and Subcontractor Contacts; Attachment 4 – Reporting and Deliverables; Attachment 5 – Scope of Work and Budget; and Attachment 6 – Other Attachments (as applicable). In the event of any inconsistency among the terms and conditions within the body of this Subcontract and those within any attachments hereto, the following order of precedence shall apply:
 - i. The Prime Award in Attachment 2;
 - ii. The terms of this Subcontract Agreement; and
 - iii. The terms and conditions within any attachments hereto, except that the attachments shall govern when relating to technical or scientific Project tasks.
- I. Integration. This Subcontract and Attachments 1-6 contain the entire agreement between the parties. Any statements, promises, other agreements, or inducements made by either party or agent of either party that are not contained in this written Subcontract shall be void and non-binding.
- J. Counterparts. This Subcontract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that a party's signature on this Subcontract that is exchanged by portable document format (PDF) or facsimile shall have the effect of original signature of the party for all purposes.

16. SUBCONTRACTOR OBLIGATIONS, PROGRAM ADMINISTRATION, AND FACILITY REQUIREMENTS

- A. The Subcontractor's SBDC Regional Director, "Subcontractor PI" as named on the first page of the Subcontract Agreement, shall be responsible for the conduct of the work contemplated hereunder and shall be responsible for complying with all SBDC State Office policies and ASBDC accreditation standards. No change of SBDC Regional Director may be made without the prior written approval of ISU's Authorized Official as listed in Attachment 3B and the SBDC State Director. The SBDC Regional Director will have the authority to make expenditures under the SBDC Regional Center budget and manage the SBDC Regional program. The SBDC Regional Director shall be devoted full-time to SBDC activity, unless the SBDC State Director approves a deviation in writing.
- B. Subcontractor shall hire and retain an SBDC Regional Director. The SBDC State Office will work with Subcontractor to produce a job description for the position of SBDC Regional Director, which shall be used for hiring the SBDC Regional Director. Any additional position descriptions or other statements of qualifications

required by Subcontractor for the SBDC Regional Director position must be approved in writing by the SBDC State Director before the search commences. One or more designees of the SBDC State Office shall participate in, and serve as a member of, the search committee for the SBDC Regional Director. The SBDC State Office must concur in the selection of the SBDC Regional Director candidate. Subcontractor shall not extend an offer of employment for the position of SBDC Regional Director without the prior written approval of the SBDC State Director. In the event that a vacancy in the SBDC Regional Director position occurs, the SBDC State Office shall be notified within ten (10) days of the vacancy.

- C. Subcontractor shall provide for adequate and ADA compliant office space, furniture, facilities, and equipment to house the SBDC Regional Director and shall provide competent support staff, including not less than one-half (1/2) full-time equivalent (FTE) clerical support dedicated to assist in the operations of the SBDC Regional Center, which staff may be shared with other of Subcontractor's departments provided that such sharing arrangement does not unduly interfere with the operations of the SBDC Regional Center. The SBDC Regional Center shall be designated as the "America's SBDC Iowa" and shall provide for daily access to private counseling space. Subcontractor shall provide adequate parking, including handicapped accessible spaces, such as in accordance with CH.321L of the Iowa Code, for the SBDC Regional Center's clients.
- D. Subcontractor's SBDC Regional Director must receive written permission from the SBDC State Director before committing any portion of the SBDC Regional Center's resources, name or time to any other grant proposal or agreement.
- E. Subcontractor acknowledges that the SBDC Regional Center is operated as part of a statewide SBDC program, as opposed to individual SBDC programs at the SBDC Regional Center locations. Attendance is required at all staff meetings, statewide in-service trainings, and other meetings that are required to discuss time-sensitive critical issues. Attendance by the SBDC Regional Director is also required at the America's SBDC Annual Fall Conference, expenses to be paid by the Subcontractor. Policy and procedure directives may be issued, as well as requests to attend a variety of meetings or participate in particular programs.
- F. Subcontractor is required to attend the Grants Manager Training provided by the Lead Center. Attendees must include the SBDC Regional Director as well as the controller, grants manager or accounting person working with the SBDC subcontract to ensure proper accounting practices adhering to all required protocols. The SBDC Chief Accountant will coordinate the training and if unable to attend the training, the Subcontractor must reschedule a 1:1 meeting with the Chief Accountant or designee to complete the required training. Payments will be held until training requirements are met.
- G. The SBDC Regional Director reports to an appropriate official of the Subcontractor, and the Subcontractor and SBDC Regional Director will cooperate in good faith with the SBDC State Director regarding program goals and program administration. In the event that Subcontractor performs periodic performance reviews of the SBDC Regional Director, input regarding same shall be solicited from the SBDC State Office and shall be included in any records made of such periodic performance reviews.
- H. Subcontractor shall timely cooperate with the SBDC State Office's reasonable requests for information and reports in order that the SBDC State Office may effectively implement its programs and satisfy its obligations under the Prime Award and any other agreements related to the services provided by SBDC.
- I. Subcontract shall provide on all pertinent pages on its website, a link to the SBDC state and/or SBDC region webpage. SBDC State Office shall provide the appropriate URL link address(es) to Subcontractor, along with any associated graphic files.
- J. Subcontractor shall utilize only those marketing materials related to SBDC service, including logos, authorized by the SBDC State Office. Any changes in such marketing materials desired by Subcontractor must be approved in writing by the SBDC State Office before dissemination of such altered materials.
- K. Subcontractor shall follow the requirements of Section 21(a) of the Small Business Act (15 U.S.C. 648(a) (7)), including any regulation promulgated thereunder, which state in pertinent part:
 - a) IN GENERAL. A small business development center, consortium of small business development centers, or contractor or agent of a small business development center may not disclose the name, address, or

telephone number of any individual or small business concern receiving assistance under this section without the consent of such individual or small business concern, unless –

- (i) the Administrator is ordered to make such a disclosure by a court in any civil or criminal enforcement action initiated by a Federal or State agency; or
 - (ii) the Administrator considers such a disclosure to be necessary for the purpose of conducting a financial audit of a small business development center, but a disclosure under this clause shall be limited to the information necessary for such audit.
- b) ADMINISTRATOR USE OF INFORMATION. This section shall not –
- (i) restrict Administrator access to program activity data; or
 - (ii) prevent the Administrator from using client information to conduct client surveys.
- c) REGULATIONS.
- (i) IN GENERAL. The Administrator shall issue regulations to establish standards:
 - i. for disclosures with respect to financial audits under subparagraph (a)(ii); and
 - ii. for client surveys under paragraph (b)(ii), including standards for oversight of such surveys and for dissemination and use of client information.
 - (ii) MAXIMUM PRIVACY PROTECTION. Regulations under this subparagraph, shall, to the extent practicable, provide for the maximum amount of privacy protection.
- L. Regional Center Closing Procedure. An SBDC Regional Center may cease operation for any of the following reasons: lack of, or decrease in, funding from the yearly state or federal appropriations, lack of financial support from the SBDC Regional Center’s host institution or surrounding community, lack of cooperation by the host institution with the SBDC State Office, or breach of the yearly Subcontract with ISU.
- The SBDC State Director shall enter into negotiations with the authorized Subcontractor representative as to when and if an SBDC Regional Center will cease to operate. The SBDC State Director shall provide a thirty (30) day written notice of closure to Subcontractor. The notice will explain the required process involved in closing the center. Within ninety (90) days of the closing date, the SBDC State Director will complete a site visit, following the closing procedures (kept on file at the SBDC State Office) for the client files, Neoserra system data, equipment, resource materials, and financial records.
- M. Recognition of SBA/SBDC Partnerships. Terms and Conditions for this article are set forth in the Prime Award, Section III.A.13. For the purpose of this Subcontract, all references in this section to “Cooperative Agreement” shall mean this Subcontract, and all references to “Recipient” shall mean the Subcontractor. Referenced acknowledgments should remain as stated and should also include Iowa State University.
- N. Out of State Travel. Out-of-state travel must have prior written approval of the SBDC State Director and the SBA Project Officer if the travel was not included in the SBDC Regional Center’s budget.
- O. Supplies. The Subcontractor must maintain in inventory of controlled supplies of higher dollar value or high potential for loss such as projectors, cell phones, furniture, etc. and it must be made available upon request of the SBDC State Office or SBA.
- P. Program Income.
- 1) Program income, as a supplement to appropriated funds is expected. “Program income” is defined in Section IV. Of the Prime Award. Expenditures should be made directly from the program income funds. Program income must be accounted for separately from funds supplied by this Subcontract, and may not be used for purposes other than SBDC operations.
 - 2) Subcontractor is expected to support and cooperatively market revenue-generating opportunities for this project, including workshops, in-house business training, special projects and similar activities.
 - 3) Subcontractor must furnish to the SBDC State Office, no later than ten (10) days after the end of each month, a Program Income Account Statement, a copy of which is included in Attachment 6, showing the beginning and ending balance and monthly activity in the SBDC Regional Center’s account(s). Subcontractor’s financial officer must attest by signature that each monthly statement accurately reflects balances and activity during that period.

- 4) Subcontractor's SBDC Regional Director must verify and attest by signature that incomes and expenditures shown on each monthly statement are correct and allowable. If the SBDC Regional Director is unable or unavailable to sign as required, an Interim Signatory must be approved by the SBDC State Office.
- 5) Invoices for reimbursement submitted for each month shall not be approved for payment by the SBDC State Office unless the Program Income Statement for that month has also been received at the SBDC State Office.
- 6) Subcontractor shall not use program income to match the federal dollars provided or in place of funds already budgeted in the Subcontract.
- 7) Program income must be expended in accordance with the SBDC program requirements and the applicable Federal administrative requirements in 2 CFR 200.
- 8) The America's SBDC Iowa network as a whole is not allowed to carry forward a balance on the program income account this is in excess of twenty-five percent (25%) of their total budgets without approval in writing from the SBDC State Office. Approval will be granted only if the total amount of the state program income excess over twenty-five percent (25%) is not exceeded. On a statewide basis, an excess carryover will result in loss of funding by the amount of the excess for the upcoming budget year.

By an Authorized Official of Pass-Through Entity (*Iowa State University*):

By an Authorized Official of Subcontractor (*Western Iowa Tech Community College*):

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1
Certifications and Assurances
(applicable as checked)

Subcontract Number:

025754

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subcontract, the Subcontractor Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subcontract, the Subcontractor Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subcontractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Federal Debt

Subcontractor certifies it is not delinquent on the repayment of any debt(s) to the U.S. Government.

Drug Free Workplace

Subcontractor certifies it will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

Objectivity in Research

Subcontractor must designate herein which entity's Financial Conflicts of Interest (COI) policy will apply:
 Subcontractor PTE. If Subcontractor is applying its own COI policy, by execution of this Subcontract, Subcontractor certifies that its policy complies with the requirements of the relevant Awarding Agency as identified herein. Subcontractor shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subcontract and within 45 days of any subsequently identified COI.

Federal Funding Accountability and Transparency Act (FFATA)

This Subcontract is subject to the U.S. Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252). For all subcontracts in an amount of \$25,000 or more, the Subcontractor must have a Dun & Bradstreet 9-digit DUNS number for reporting purposes.

Data Sharing and Access

Subcontractor agrees to comply with the Awarding Agency's data sharing and access requirements as reflected in the Prime Award or in the terms of this Subcontract and any data management/sharing plan submitted to the Awarding Agency.

**Protection of Human Subjects or Participants**

Subcontractor certifies that the participation of all human subjects in this research Project has been reviewed and approved by a cognizant Institutional Review Board (IRB) operating in accordance with human subject regulations (45 CFR Part 46 and 21 CFR Parts 50 and 56) and will continue to be reviewed and approved at all times during the performance of this Subcontract. Upon PTE request, Subcontractor shall provide a copy of U.S. Department of Health and Human Services form 0990-0263, "Protection of Human Subjects Assurance Identification / IRB Certification/Declaration of Exemption," or a copy of the letter from Subcontractor's IRB representative indicating the date of review and approval.

**Protection of Vertebrate Animals**

Subcontractor certifies that the rights and welfare of vertebrate animals will be protected in accordance with the Animal Welfare Act (7 U.S.C. §2131 et seq.) and the Act's implementing regulations in 9 CFR Chapter 1 as well as The Guide for the Care and Use of Laboratory Animals, Eighth Edition, "The Guide", and the Public Health Service Policy on Humane Care and Use of Laboratory Animals, "PHS Policy." Subcontractor shall bear full responsibility for the proper and safe performance of all work and services involving the use of vertebrate animals under this Subcontract. Upon PTE request, Subcontractor shall provide a copy of Subcontractor's current Institutional Animal Care and Use Committee (IACUC) approval.

**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Subcontractor is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor.

**Research Involving Recombinant DNA Molecules**

Subcontractor certifies that its research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules complies with the applicable Federal or state regulations.

**Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system

**Other Special Terms**

EQUAL OPPORTUNITY AND NONDISCRIMINATION. Subcontractor is subject to and must comply with provisions of the Board of Regents, State of Iowa, Equal Opportunity Policy and applicable state and federal nondiscrimination laws. Subcontractor shall comply with Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375, as supplemented by regulations of 41 CFR Part 60 as applicable. Subcontractor shall not discriminate against any employee or applicant for employment because of race, ethnicity, color, national origin, ethnicity, religion, age, sex, pregnancy, disability, genetic information, status as a U.S. veteran, marital status, sexual orientation, gender identity or other protected class. Subcontractor's noncompliance with this section will be a material breach of this Contract.

The Subcontractor shall require that the language of the applicable certifications above in this Attachment 1 be included in the award documents for all subawards at all lower tier transactions and lower tier recipients shall certify and disclose accordingly.

Attachment 2

Prime Award

The Prime Award is attached, 45 pages.

NOTICE OF AWARD



U.S. Small Business Administration																																													
1. AUTHORIZATION <i>(Legislation/Regulation)</i> 15 USC 648; 31 USC 6305; 13 CFR Part 130		2. Grant/Cooperative Agreement No. SBAHQ22B0040																																											
3. RECIPIENT: <i>(Name, Organizational Unit, Address)</i> Iowa State University of Science and Technolo Attn: Jacqueline Peterson 515 Morrill Road 1350 Beardshear Hall AMES IA 50011-2105		4. PROJECT PERIOD <i>(Mo./Day/Yr.)</i> From 01/01/2022 Through 12/31/2023	(Mo./Day/Yr.) Through 12/31/2023																																										
		5. BUDGET PERIOD <i>(Mo./Day/Yr.)</i> From 01/01/2022 Through 12/31/2023	(Mo./Day/Yr.) Through 12/31/2023																																										
		6. FEDERAL CATALOG NO. 59.037	7. ADMINISTRATIVE CODES 2603001EZ02706																																										
8. TITLE OF PROJECT/PROGRAM <i>(limit to 53 spaces)</i> Small Business Development Centers		9. AWARD AMOUNT Amount of SBA Financial Assistance \$1,225,368.00																																											
10. DIRECTOR OF PROJECT <i>(Program or Center Director, Coordinator or Principal Investigator)</i> NAME Shimkat Lisa Last First Initial ADDRESS: 1805 Collaboration Place Ames, IA 50010-9166		11. RECOMMENDED FUTURE SUPPORT <i>(Subject to the availability of funds and satisfactory progress of the project)</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COST</th> <th>BUDGET YEAR</th> <th>TOTAL DIRECT COST</th> </tr> <tr> <td>a.</td> <td style="text-align: center;">\$0.00</td> <td>b.</td> <td style="text-align: center;">\$0.00</td> </tr> </table>		BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST	a.	\$0.00	b.	\$0.00																																		
BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST																																										
a.	\$0.00	b.	\$0.00																																										
12. Approved Budget <i>(Excludes SBA Direct Assistance)</i> <input type="checkbox"/> SBA Funds Only <input checked="" type="checkbox"/> Total project costs including all other financial participation.		13. Remarks <i>(Other Terms & Conditions Attached)</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CY 2022AWARD, SEE SUBPARTS A - F OF 2 C.F.R. § 200.0-200.521, THIS PART SUPERSEDES BLOCK 14.																																											
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21. AGENCY OFFICIAL <i>(Signature, Name and Title)</i> Edna F. Greene 		22. DATE ISSUED <i>(Mo./Day/Yr.)</i> 05/10/2022																																											
23. RECIPIENT OFFICIAL <i>(Signature, Name and Title)</i> Pamela Helfer, Senior Award Administrator 		24. DATE <i>(Mo./Day/Yr.)</i> 05/16/2022 Pamela Helfer Iowa State University, Office of Sponsored Programs Administration 2022.05.16 15:25:53 -05'00'																																											

Standard Terms and Conditions for this award can be found online at: <https://www.sba.gov/document/support-sba-awards-terms-conditions>. These standard terms and conditions are applicable to all awards.

Program Terms and Conditions for this award can be found online at: <https://www.sba.gov/document/support-sbdc-program-terms-conditions>. These are program terms and conditions and are specific to the SBDC program.

The terms and conditions set forth below are those particular to this non-Federal entity:

Program Term 2: Points of Contact

1. Grants Management Officer (GMO)

Name: Edna Greene
Address: U.S. Small Business Administration
Office of Small Business Development Centers
409 3rd Street, S.W. 6th Floor
Washington, DC 20416
Telephone Number: (202) 205-9424
Email Address: edna.greene@sba.gov

2. Grants Management Specialist (GMS)

Name: Erika Beasley
Address: U.S. Small Business Administration
Office of Small Business Development Centers
409 3rd Street, S.W. 6th Floor
Washington, DC 20416
Telephone Number: (202) 505-7266
Email Address: erika.beasley@sba.gov

3. Grants Officer's Technical Representative (GOTR)

Name: Rachel Karton
Address: U.S. Small Business Administration
Office of Small Business Development Centers
409 3rd Street, S.W. 6th Floor
Washington, DC 20416
Telephone Number: (202) 619-1816
Email Address: rachel.newmankarton@sba.gov

4. District Office Project Officer (PO)

Name: Lori Hackney
Address: U.S. Small Business Administration
Des Moines District Office
210 Walnut Street, Room 749
Des Moines, IA 50309-2186
Telephone Number: (515) 284-4118
Email Address: lori.kackney@sba.gov

5. Grant Recipient’s Authorized Organizational Representative (AOR)

Name: Jaqueline Peterson
 Address: Iowa State University of Science and Technology
 515 Morrill Road
 1350 Beardshear Hall
 Ames, Iowa 50011-2105
 Telephone Number: (515) 294-5225
 Email Address: egrants@iastate.edu

Program Term 4: Award Expectations and Project Deliverables (See also Standard Term 11)

You, the Non-Federal Entity/SBDC Network, acknowledge you will conduct the project funded under this Award in accordance with your approved technical proposal, goals, milestones, and budget. Changes to these guiding documents must be submitted to SBA for pre-approval in accordance with the SBA Standard Terms and Conditions (Standard Term 8) and with the Program Terms and Conditions (Program Term 27). See also Standard Term 11.

The negotiated goals set for this award are 3,024 Unique Clients Served, 7,900 Jobs Supported, 150 New Business Starts, and \$51,615,596 Capital Infusion (to include SBA loans, non-SBA loans, and equity investment).

Program Term 5: Corrective Action Required

1. None.

Program Term 46: Approved Budget

COST CATEGORY & SUB-ITEMS	FEDERAL SHARE SBA	NON-FEDERAL SHARE			TOTAL AMOUNT
		CASH	IN-KIND	INDIRECT	
a. Personnel	\$ 792,921.00	\$ 807,251.00	\$ -		\$ 1,600,172.00
b. Fringe Benefits	\$ 267,861.00	\$ 270,459.00	\$ -	\$ -	\$ 538,320.00
c. Travel	\$ 21,092.00	\$ 59,962.00	\$ -	\$ -	\$ 81,054.00
d. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
e. Supplies	\$ 2,162.00	\$ 3,850.00	\$ -	\$ -	\$ 6,012.00
f. Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
g. Consultants	\$ 23,282.00	\$ 46,007.00	\$ -	\$ -	\$ 69,289.00
h. Other	\$ 30,594.00	\$ 34,872.00	\$ -	\$ -	\$ 65,466.00
i. Total Direct Charges	\$ 1,137,912.00	\$ 1,222,401.00	\$ -		\$ 2,360,313.00
j. Indirect Charges	\$ 87,456.00	\$ -	\$ -	\$ 209,452.00	\$ 296,908.00
TOTALS	\$ 1,225,368.00	\$ 1,222,401.00	\$ -	\$ 209,452.00	\$ 2,657,221.00

Note: All costs approved on this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with applicable cost principles. All costs charged to this agreement are subject to audit. Recipients are responsible to ensure proper management and financial accountability of Federal funds to preclude future cost disallowances.

Program Lead Center and Network Service Centers

1. Iowa State University of Science and Technology,
 - a. Lead Center
 - b. Service Center
 - c. Mid Iowa SBDC
2. Eastern Iowa Community College District - Eastern Iowa SBDC
3. Iowa Western Community College - Iowa Western SBDC
4. Indian Hills Community College - Indian Hills SBDC
5. Kirkwood Community College - Kirkwood SBDC
6. Iowa Central Community College - North Central Iowa SBDC
7. Northeast Iowa Community College - Northeast Iowa SBDC
8. North Iowa Area Community College - North Iowa Area SBDC
9. Iowa Lakes Community College - Northwest Iowa SBDC
10. Southwestern Iowa Community College - South Central Iowa SBDC
11. Southeastern Community College - Southeastern SBDC
12. University of Northern Iowa - UNI SBDC
13. University of Iowa - UOI SBDC
14. Western Iowa Tech Community College - WIT SBDC

SBA Award Standard Terms

1. Standard Term - Acceptance of the Terms of an Award

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the non-federal entity acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the non-federal entity cannot accept the terms, the non-federal entity should notify the Grants Management Officer (GMO) within thirty (30) days of receipt of this award notice. Once an award is accepted by a non-federal entity, the contents of the Notice of Award (NoA) are binding on the non-federal entity unless and until modified by a revised NoA signed by the GMO.

Certification Statement: By drawing down funds, the non-federal entity certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Non-federal entities of Small Business Administration (SBA) grants or cooperative agreement awards must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the SBA Grants Policy effective at the time of a new, non-competing continuation, or renewal award, including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance, the Notice of Funding Opportunity (NOFO).

2. Standard Term - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for SBA Awards

The NoA issued is subject to the administrative requirements, cost principles, and audit requirements that govern federal monies associated with this award, as applicable, in the Uniform Guidance 2 CFR Part 200.

(https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab_02.tpl).

Under the authority listed above, the U.S. Small Business Administration adopts the Office of Management and Budget (OMB) Guidance in 2 CFR part 200, except for 2CFR 200.74, 200.92, and 200.93. Thus, this part gives regulatory effect to the OMB guidance and supplements the guidance as needed for the Administration.

3. Standard Term - Award Expectations

The eligibility and program requirements originally outlined in NOFO must continue to be adhered to as the funded project is implemented. Non-federal entities must comply with the performance goals, milestones, outcomes, and performance data collection and related policy and guidance. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SBA.

4. Standard Term - Flow down of requirements to sub- recipients

The non-federal entity, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 2 CFR §§ 200.330 -200.332 Sub-recipient monitoring and management.

5. Standard Term - Future Funding

If indicated in the NoA, recommended future support reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of federal funds, and that matching funds, (if applicable), are verifiable, and progress of the award is documented and acceptable.

6. Standard Term - Non-Supplant

Federal award funds must supplement, not replace (supplant) nonfederal funds. Applicants or award non-federal entities may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected receipt of federal funds.

7. Standard Term - Unallowable Costs

Unless authorized under the Special Terms and Conditions, all costs incurred prior to the award issue date and costs not consistent with the funding opportunity and/or 2 CFR Part 200 are not allowable under this award.

8. Standard Term - Prior Approval

SBA anticipates that the non-federal entity may need to modify the non-federal entity's award budget or other aspects of its approved application during performance to accomplish the award's programmatic objectives. In general, non-federal entities are allowed a certain degree of latitude to re-budget within and between budget categories (10% or less) to meet unanticipated needs and to make other types of post-award changes, provided that the changes still meet the statutory program requirements and the regulatory requirements under 2 CFR Part 200, as applicable.

Items that require prior approval (i.e. formal written approval) from the GMO, as indicated in either 2 CFR Part 200 or the SBA Grants Policy Statement, must be submitted in writing to the GMO within 45 days of grant expiration. Based on the nature, extent, and timing of the request, the SBA GMO may approve, deny, or request additional material to further document and evaluate your request. Only responses provided by the GMO are considered valid. If SBA approves the request, an amended Notice of Award (NoA) will be issued. Verbal authorization is not approval and is not binding on SBA. Non-federal entities that proceed on the basis of actions by unauthorized officials do so at their own risk, and SBA is not bound by such responses.

Prior approval is required for, but is not limited to: Changes in Key Personnel and Level of Effort, Budget Revisions (more than 10% or when requesting a new budget cost category), Changes in Scope, Carryover Requests (that fall outside the term for the Expanded Authority for Carryover), and No Cost Extensions.

SBA may confer a one-time extension of the expiration date of this Award for up to 12 additional months if You can demonstrate more time is necessary for the adequate completion of specific project objectives. A request for an extension must be in writing (with supporting justification) and must be received by the Grants Officer Technical Representative (GOTR) at least 45 calendar days prior to the scheduled expiration of this Award. SBA will not approve any extension request that:

- i. Is solely for the purpose of expending remaining funds;
- ii. Is for a project that previously received an extension;
- iii. Is more than 12 months in length;
- iv. Requires the commitment of additional Federal funds; or
- v. Involves any change in the objectives or scope of the project.

9. Standard Term - Administrative and National Policy Requirements

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/non-federal entity must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

10. Standard Term - Executive Pay

The Consolidated Appropriations Act, 2020 (Pub. L.116-94) signed into law on December 20, 2019, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary per E.O. 13756, was increased to \$199,300 effective January 2021.

The law limits the salary amount that may be awarded and charged to SBA assistance agreements and cooperative agreements. Award funds may not be used to pay the salary of any individual at a rate in excess of Executive Level II. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an SBA grant or cooperative agreement.

11. Standard Term - Non-federal Entity Responsibilities

- a. Conduct the project funded under this Award in accordance with Your approved Technical Proposal, budget, and goals, milestones, timelines, or metrics. Changes to any

of these guiding documents must be submitted to SBA for pre-approval in accordance with all SBA terms and conditions.

- b. Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your AOR or other designated representatives, must be reported promptly to SBA.
- c. Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- d. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
 - Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or subscription plan.
 - Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.
 - Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."
- e. Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
- f. Promote SBA programs, products, and services to clients, as appropriate.
- g. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- h. Provide at least 40 hours per week of availability to assist clients, including sufficient evening and weekend availability and on-line and telephone assistance, to meet the needs of Your service area and clientele. Although You may maintain multiple service locations, no more than two locations may count toward meeting the weekly service hours requirement.
- i. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- j. Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.

- k. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- l. Submit and update information to USASpending.gov and other Federal databases, as required.

12. Standard Term - SAM and UEI

Requirements Awards are subject to requirements as set forth in 2 CFR 25.110 Central Contractor Registration (CCR) (NOW SAM) AND Unique Entity Identifier (UEI) Numbers. 2 CFR Part 25 - Appendix A4, System of Award Management (SAM) and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you, as the non-federal entity, must maintain the currency of your information in the SAM, until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier If you are authorized (reference project description) to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you, unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity, unless the entity has provided its unique entity identifier to you.

13. Standard Term - Federal Financial Accountability and Transparency Act (FFATA)

Reporting Subawards and Executive Compensation, 2 CFR, Appendix A to Part 170

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the

obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report.

You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the non-federal entity.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non- Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the non-federal entity) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the non-federal entity's or subrecipient's preceding fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

14. Standard Term - FAPIIS - Recipient Integrity and Performance

Appendix XII to 2 CFR Part 200

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the non-federal entity during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

Unless specified otherwise in the Special Terms and Conditions for Your award, the following reporting timelines apply:

During any period of time when you are subject to this requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

Financial Reporting – Non-Federal Entities are required to submit quarterly and annual financial reports (SF – 425). All SF - 425 are reported cumulatively.

Quarterly Reports – are due thirty (30) days following the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1.

Annual Reports – The first reflects the initial 12-month period. For example, awards issued on 10/01, the report period ends on 9/30 the following year and is due on 10/31. *Subsequent annual reports should build upon the previous annual report.*

Program Progress Reporting – Program Progress Reports are due quarterly, thirty (30) days following the end of the reporting period. For example, if the quarter ends 3/31, the quarterly reports are due 5/1, unless otherwise stipulated in program special terms and conditions.

15. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.

It is important that Your clients and the general public are aware of the [grant program name] Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, You must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded [in part] through a Cooperative Agreement with the U.S. Small Business Administration."

For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items.

Where You use Project Funds to produce materials featuring editorial content, You must use the following alternate acknowledgment of support statement (either independently or in conjunction with the SBA logo):

"Funded in part through a Cooperative Agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA."

In addition, You must display signage featuring the SBA logo at all facilities that are open to the public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, You may use "SBA" in the acknowledgment of support statement instead of "U.S. Small Business Administration."

You may elect to use SBA's logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high-resolution copy of SBA's logo and a copy of SBA's Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to Your organization's logo or may be placed in a prominent location elsewhere in the material. However, SBA's logo may not be placed in close proximity to any third party's logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization's parent entity is not considered a third party). Additionally, in each instance where You use the SBA logo, You must also include the acknowledgement of support statement in reasonably close proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. Additionally, You may not use the SBA logo on any social media sites or services without obtaining prior approval from SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

16. Standard Term - Acknowledgement of Federal Funding at Conferences and Meetings

A conference is defined as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the non-Federal entity as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. As needed, the costs of identifying, but not providing, locally available dependent-care resources are allowable. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary and managed in a manner that minimizes costs to the Federal award.

17. Standard Term - Mandatory Disclosures

Consistent with 2 CFR 200.113, applicants and non-federal entity's must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the SBA OIG, all information related to

violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration
Attention: Office of Grants Management
409 3rd Street SW, Suite 5000
Washington, DC 20416

AND

US Small Business Administration
Office of Inspector General
409 3rd Street SW, 5th Floor
Washington, DC 20416

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 remedies for noncompliance, including suspension or debarment.

18. Lobbying Restrictions

Per 2 CFR §200.450, Recipients are subject to the restrictions on lobbying as set forth in 2 CFR part 200.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

19. Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the Non-federal entity will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug- Free Workplace for Financial Assistance are found in 2 CFR part 182; SBA implementing regulations are set forth in 2 CFR part 382.400. All non-federal entities of SBA grant funds must comply with the requirements in Subpart B (or Subpart C if the non-federal entity is an individual) of part 382.

20. Non- Transferability

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security.

21. Standard Term - Advancing Racial Equity and Support for Underserved Communities

Executive Order: Advancing Racial Equity and Support for Underserved Communities through the Federal Governments (E.O. 13985 can be found at: <https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government>)

22. Standard Term - Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012- title2-vol1-sec175-15.pdf>.

Award Term from 2 C.F.R. § 175.15(b): Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

- 1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
- 2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Non-procurement)."

b. Provision applicable to a non-federal entity other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any non-federal entity.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) "Employee" means either:

•An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) “Private entity”:

- Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

- Includes:

- A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

- A for-profit organization.

4) “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. Standard Term - Accessibility Provisions

Non-federal entities of federal financial assistance (FFA) from SBA must administer their programs in compliance with federal civil rights law. This means that non-federal entities of SBA funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by SBA.

Recipients of SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

24. Standard Term - Accessibility of Facilities and Events

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the

public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements]."

25. Standard Term - Data Collection and Performance Measurement:

All non-federal entities are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Non-federal entities must comply with the performance goals, milestones, and expected outcomes as reflected in the Notice of Funding Opportunity (NOFO) and are required to submit data per reporting requirements.

Please contact your GOTR for additional submission information.

26. Standard Term - Procurement of Goods and Services:

You may follow Your own procurement policies and procedures when contracting with Project Funds, but You must comply with the requirements of 2 C.F.R. §§ 200.317-200.326. Additionally, when using Project Funds to procure supplies and/or equipment, You are encouraged to purchase American-manufactured goods to the maximum extent practicable. American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For further guidance regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

27. Standard Term – Audits

If You are not subject to the requirements of the Single Audit Act, You must prepare an annual financial statement. If Your organization has been categorized as a high-risk entity by SBA due to financial and/or performance issues, you will be required to obtain an audited annual financial statement at your own expense until such time as Your organization is removed from the high-risk category.

Non-federal entities are responsible for submitting their Single Audit Reports and the Data Collections Forms (SF-FAC) electronically to the to the Federal Audit Clearinghouse Visit disclaimer page (FAC) within 30 days after receipt or nine months after the FY's end of the audit period. The FAC operates on behalf of the OMB.

28. Standard Term – Recordkeeping

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to

review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- i. The time and attendance of employees whose salaries are charged to this Award, with sufficient detail to substantiate the claimed percentage of work performed in support of this project.
- ii. Contact information for project clients and a log of the type and amount of assistance provided.
- iii. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313.
- iv. Your ledgers and annual A-133 Audit Report. If You are not subject to the requirements of the Single Audit Act, You must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- v. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- vi. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- vii. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B

Records may be kept in hard copy, electronic, or facsimile form and must be retained for no less than three years from the date the final project report is due. For further guidance regarding recordkeeping requirements, see 2 C.F.R. §§ 200.333 – 200.337.

Standard Term – Closeout Requirements

All Final Reports are due within one hundred and twenty (120) days after the expiration of the project period. The following reports are required.

- Final payment document (SF-270)
- Final Federal Financial Report (SF-425)
- Final Performance Report
- De-obligation Letter

29. Standard Term - Ad Hoc Submissions

Throughout the project period, SBA may determine that a grant requires submission of additional information beyond the standard deliverables. This information may include, but is not limited to, the following:

- Payroll
- Invoices

- Consultant Contract documentation
- Proof of project implementation

30. Standard Term - Submitting Responses to Conditions and Reporting Requirements

Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Program Office and the Office of Grants Management (OGM).

31. Standard Term - FAIN/UEI

The Unique Entity Identifier (formerly DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A Unique Entity Identifier number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

32. Standard Term – Whistleblower Protection

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA’s programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not “take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment” because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

Reporting Fraud

The OIG encourages all SBA employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or OIGHotline@sba.gov(link sends e-mail).

33. Standard Term – Restrictions on Certain Types of Clients

You may not utilize project resources to provide counseling services to any concern that:

- is other than small;
- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- derives more than one-third of its gross annual revenue from legal gambling activities;

- presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

34. Standard Term – Governing Authority/Order of Precedence

This Award is subject to the following requirements and representations, whether stated explicitly or incorporated by reference:

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Program Announcement No. [Number], [any existing policy documents You want them to follow (e.g., manuals, etc.)], and any subsequently issued SBA policy guidance.
3. Those terms and conditions set forth below.
4. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, You acknowledge Your acceptance of all these requirements.

Definitions

The definitions listed below apply to all SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms and Conditions.

- a. Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.
- b. Client – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.
- c. Client Information – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.
- d. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A governmental organization, which is a state, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- e. Key Personnel – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.
- f. Overmatch(ed) – a level of matching contributions that exceeds the amount required.
- g. Program Income – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Does not include interest earned on advances of Federal funds.
- h. Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.
- i. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-federal entity award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- j. System of Award Management (SAM) means the federal repository into which an entity must provide information required for the conduct of business as a non-federal entity. Additional information about registration procedures may be found at the SAM Internet site (currently at: <http://www.sam.gov>).
- k. Unique entity identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities.

I. You – the non-federal entity organization (recipient) for the Award.



U.S. Small Business
Administration

SBA Award Program Terms and Conditions Small Business Development Center Program for FY 2022

1. Program Term - Acceptance of the Terms of an Award, Order of Precedence

By drawing or otherwise obtaining funds from the Small Business Administration (SBA or Agency) under this Award, the Non-Federal Entity (NFE) acknowledges its acceptance of the terms and conditions of this Award, both Standard and Program and is obligated to perform in accordance with the requirements of the Award. These Program Terms and Conditions supplement the Standard Terms and Conditions which apply to all SBA awards of financial assistance and establish the specific requirements and policies that apply to Small Business Development Center Program. In the event of any conflict between the two sets of terms and conditions, the Standard Terms will govern in cases of Agencywide or governmentwide requirements or policies and the Program Terms will control matters of programmatic requirements or policies.

The Funding Opportunity Nos. OSBDC-2022-01 (FY) and OSBDC-2022-02 (CY) are associated with this Award.

2. Program Term - Points of Contact

a. Grants Management Officer (GMO)

The contact information for the GMO is located in the Notice of Award cover pages specific to the NFE.

b. Grants Management Specialist (GMS)

The contact information for the GMS is located in the Notice of Award cover pages specific to the NFE.

c. Grant Officer's Technical Representative (GOTR)

The contact information for the GOTR, also known as the OSBDC Program Manager is in the Notice of Award cover pages specific to the NFE.

d. District Office Project Officer (PO)

The contact information for the PO is located in the Notice of Award cover pages specific to the NFE.

e. SBDC Program Point of Contact for Reporting Fraud, Waste, or Abuse

Name: Rachel Karton

Address: U.S. Small Business Administration
Office Small Business Develop Centers
409 Third Street, SW, 6th Floor
Washington, DC 20416

Telephone Number: (202) 619-1816

E-mail Address: rachel.newman-karton@sba.gov

- f. Authorized Organizational Representative (AOR) of the NFE
The contact information for the AOR is located in the Notice of Award cover pages specific to the NFE.

3. Program Term - Project and Budget Periods

The period of performance for this Award will consist of a base period of 24 months.
(**Note:** Budgets are submitted for a 12-month period and performance goals are based on a 12-month Fiscal year. The performance period dates are:

- FY: October 01, 2021 through September 30, 2023
- CY: January 01, 2022 through December 31, 2023

4. Program Term - Award Expectations and Project Deliverables

By drawing or otherwise obtaining funds from SBA under this award, the NFE acknowledges that it will perform the funded project in accordance with the terms of its accepted proposal and the funding opportunity. Specifically, the NFE agrees to the following:

- a. Achieve the performance goals for each metric assigned by the SBA. The specific metrics and goals for this Award are located in the cover pages specific to the NFE.
- b. Report emergency closures to the SBA Project Officer and OSBDC Program Manager as soon as feasible.
- c. Assure that each subaward issued in association with this Award is administered in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), applicable sponsoring agency regulations and the terms and conditions of the prime Award. Also assure that subawardees comply with the Uniform Guidance and all appropriate flow-down provisions of this Award.
- d. Provide advance notice of all contracts, grants, and cooperative agreements you propose to enter into with other Federal agencies, either individually or as part of a joint effort with other parties. For further guidance, see 15 U.S.C. § 648 (a)(5) and Standard Term 8.

5. Program Term - Corrective Action Required

Corrective actions required are located in the Notice of Award specific to the NFE.

6. Program Term - Project Performance

As the NFE selected to receive this Award, You are responsible for conducting this project. You may not act as a pass-through or fiscal agent channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. You also may not contract out the overall administration or day-to-day management of this project to any other party.

7. Program Term - Subawards

In accordance with 2 C.F.R. §§ 2701.92 and 2701.93, funds provided under this Award may not be used to make subawards to third parties. For the purpose of this Award third party does not include SBDC service centers.

This Award may not be sub-granted, to a single entity, but you may contract or subgrant to third parties, as per the proposal, to act as service centers. You may not act as a pass-through or fiscal agent for the purpose of channeling award funds to other parties. You may contract with other parties for the performance of project support functions or services. You may not contract out the overall administration or day-to-day management of this project to any other party.

Your subaward policy must also identify: (i) the criteria You will use to determine subawardee eligibility; (ii) the term of the subawards; (iii) the minimum and maximum dollar amount of the subawards; (iv) the purpose of the subawards; and (v) how You will monitor/oversee the performance of the subawards. Your subaward policy must further include a statement that subawards will be extended on a non-discriminatory basis.

You acknowledge that Your subaward agreements will require subawardees to abide by all terms and conditions, both Standard and Program, imposed under this Award. Furthermore, You must include a discussion of Your subawarding activities in all performance reports you submit in accordance with Program Term 11. This discussion must list each subaward made during the relevant reporting period and identify the dollar amount of the subaward, the business to which it was made, and the type of activities or costs funded.

You must also comply with the requirements of 2 C.F.R § 200.330 - 200.332, Subrecipient Monitoring and Management.

8. Program Term - Allowable Costs

All costs charged to this Award are subject to audit and examination. You are responsible for ensuring proper management and accounting of Project funds in order to avoid cost disallowances. All direct costs charged to this Award must be reasonable given the relevant market and industry area and the nature of the good or service involved. Direct costs claimed by Your organization must also be allowable under the relevant cost principles and be clearly and specifically allocable, either in whole or in part, to the project funded by this Award. In addition, You are not permitted to charge costs associated with any of the following items or activities to this Award:

- Transactions with suspended or debarred entities, as discussed in Program Term 14;
- New construction of facilities or acquisition of real estate; however, project funds may be used to pay for minor renovations of an existing facility with prior approval of the AA/SBDC on a case-by-case basis;
- Litigation, whether civil, criminal, or administrative;
- Providing matching contribution to any other Federal awards;
- Meals, lodging, per diem, or other subsistence expenses associated with local travel, unless approved by the GOTR (Program Manager). However, project funds may be used to pay transportation expenses for local travel.

Pre-Award Costs

- Pre-Award costs are not allowed under this award for continuing applicants.
- For new applicants, permission to incur Pre-Award costs must be requested and approval to incur these costs is not guaranteed.

9. Program Term - Protection of Client Information

Except where a Client consents in writing, You are not permitted to disclose any Client Information to a third party (or share such information with other units of Your organization not directly involved in the conduct of this project) without SBA approval per 15 U.S.C. § 648(a)(7).

You are not permitted to disclose Client Information to any party (including SBA), or share such information with other units of Your organization not directly involved in the conduct of this project, except where:

- a. the Client consents in writing;
- b. a court orders such disclosure; or
- c. SBA determines it is necessary for it to have access to such information for the purpose of conducting programmatic or financial examinations or Client surveys.
- d. However, SBA is allowed access to client data for obtaining program activity information or conducting client surveys. For clients who have responded “yes” to Question 11 in Part I of SBA Counseling Information Form 641, the SBDC shall provide the information and data contained in Part I along with the small business name every 90 days if requested. SBA will safeguard client and customer Personal Identifiable Information (PII).

10. Program Term - Reporting Requirements

You must submit the reports identified in Program Terms 11 and 12 in accordance with the schedule listed below. Reports must be submitted by email and in MS Word, PDF, or MS Excel format. Reports must be received no later than 30 days after the conclusion of the applicable reporting period. The final report, which must both cover that reporting period and also address the entire budget and project year, must be received no later

than 120 days after the conclusion of the budget and project year. If You fail to submit timely or adequate reports, SBA may withhold funding until this deficiency is corrected.

If funds are not fully spent at the end of the initial 12-month period and the You wish to continue using the funds for program activity, then reporting becomes quarterly. Quarterly reporting is required until the funds are exhausted or program activity ceases under this Award. Once You notify SBA that You have completed program activity for this Award, the final report is due 120 days thereafter.

NOTE: The only exception is the final cumulative Program Income report which must be submitted within 120 days after the end of the 12-month period of the first year of the award.

All reports are to be submitted to the following SBA personnel:

- GOTR (SBDC Program Manager)
- Grants Management Specialist (SBDC GMS)
- SBA District Office SBDC Project Officer
- SBDCPayments@sba.gov

All reports described in Program Term 11 and Program Term 12 must be submitted in one transaction. Incomplete report submissions will not be accepted. One individual from Your organization must be responsible for submitting all reports jointly. Your reports may not be submitted in fragments from various individuals or offices. A pattern of incomplete or delinquent submissions may result in a delayed reimbursement.

The reporting periods for this Award are as follows:

Fiscal Year NFE: Year 1

- Semi-Annual: October – March (6 months) | Due Date: 30 days
- Annual/Final: October – September (12 months) | Due Date: 30 days/Annual, 120 days/Final (January 31)

Fiscal Year NFE: Year 2

- Quarterly/Final: October – December | Due Date: Quarterly/30 days, Final/120 days
- Quarterly/Final: January – March | Due Date: Quarterly/30 days, Final/120 days
- Quarterly/Final: April – June | Due Date: Quarterly/30 days, Final/120 days
- Final: July – September (12 months) | Due Date: 120 days

Calendar Year NFE: Year 1

- Semi-Annual: January – June (6 months) | Due Date: 30 days, August 1
- Annual/Final: January – December (12 months) | Due Date: Annual/30 days, Final/120 days

Calendar Year NFE: Year 2

- Quarterly/Final: October – December | Due Date: Quarterly/30 days, Final/120 days

- Quarterly/Final: January – March | Due Date: Quarterly/30 days, Final/120 days
- Quarterly/Final: April – June | Quarterly/30 days, Final/120 days
- Final: July – September (12 months) | Due Date: 120 days

11. Program Term - Performance Reports

In accordance with the schedule listed in Program Term 10, You must submit Your performance reports with a cover page that includes the following information:

- Program Name
- Award Number
- NFE Name and Address
- State Director Name and Contact Information (Telephone and Email)
- Project Period
- Reporting Period
- Date of Report

You must attach Your narrative performance report that details the following:

- a. All project accomplishments or deliverables for the reporting period, including a comparison between Your actual accomplishments or deliverables and those required in Program Term 4 and/or predicted in Your accepted proposal. Where You failed to achieve the required or predicted accomplishments or deliverables, You must explain the reason(s) for that shortfall and describe how You will bring project performance back into compliance with Program Term 4 and Your accepted proposal;
- b. Any lessons learned, best practices identified, notable success stories, and problems encountered, and steps taken to address those problems;
- c. Activities should be reported in the sequence categories 0100 through 2300. Other pertinent information, including economic impact data (e.g., jobs created, tax dollars generated);
- d. Changes in key personnel, service centers and sub-recipients that occurred during the performance period;
- e. Subaward activities as detailed in Program Term 7 (where applicable); and
- f. A summary of the activities, outputs, outcomes, and achievements in these reporting categories with accompanying management analysis.

12. Program Term - Financial Reports

In accordance with the schedule listed in Program Term 10, You must submit Your Federal Financial Reports using Standard Form (SF-425). For year-end reporting, You must also provide detailed information regarding Your actual expenditures broken down by the same cost category line items identified in Your approved budget. You must include a narrative explanation each time Your actual expenditures exceed the amount You budgeted for a given cost category.

You must report the matching contributions expended during the reporting period under the “Recipient Share” block on Your SF-425, as applicable. If You did not expend the

required level of match for that reporting period, You must include a narrative explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will come into compliance with the match requirement. For further guidance regarding matching contributions, see Program Term 22.

SBA recommends use of the self-populating excel spreadsheet in support of the SF-425, SBA Form 2113 for reporting Program Income (PI), a worksheet to support the PI, a Schedule of Indirect Cost, and OSBDC Budget Comparison worksheet for this purpose, but you may present the detailed cost data using your own format provided that format addresses all the required categories of information. All detailed cost data must be identified by object class category, SBA funds, cash match, in-kind match, and waived indirect. You may obtain the recommended forms and worksheets at <https://www.sba.gov/offices/headquarters/osbdc/resources/20351>.

Additionally, You must attach a certification to each annual and final financial report that contains the following statement:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise (U.S. code title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

This certification statement must be signed by an official who is authorized to legally bind Your organization.

Semi-annual, Annual and Final Financial reports consist of the following:

- Standard Form (SF-425) Federal Financial Report
- Spreadsheet in support of the SF-425
- Budget to Actual Comparison Report
- Schedule of Indirect Costs*
- SBA Form 2113** and supporting worksheet

* The Schedule of Indirect Costs is not required with quarterly financial report submissions.

**This form is submitted with the “Annual” or “Final” report for Year 1 only. See Program Term 10- Reporting Requirements for additional information.

13. Program Term - Additional Data Submission Requirements

In addition to the information identified in Program Terms 11 and 12, You must also submit annually a copy of your most recent audited financial statement. The GOTR must receive the required single audit submission per 200 CFR §200.512 (a) states must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday,

Sunday, or Federal holiday, the reporting package is due the next business day. Refer to 2 C.F.R. 200 (Subpart F) for more information.

You must also submit the following reports:

a. Client Service Data (EDMIS-Next Generation)

You must collect and maintain records of counseling and training activities. You must use the SBA Form 641 (or its equivalent) for counseling activities and the SBA Form 888 (or its equivalent) for training activities. In order to count training clients for the Unique Clients Served goal, you must submit 641 like data for training clients. You are not required to use the SBA Form 641. You are required to submit the client service information into SBA's Entrepreneurial Development Management Information System – Next Generation (EDMIS-NG). You may submit the information by directly entering data into EDMIS-NG or uploading batch files to the system. All fields must be completed when data is available, including but not limited to capital infusion data, number of employees, and other economic impact data. You are also required to complete the Economic Impact report in EDMIS-NG. If you do not currently collect economic impact data on a client-by-client basis you may use general client survey data to complete the separate Economic Impact Report.

Client service information must be submitted to EDMIS-NG no later than 30 days after the close of each quarter.

14. Program Term - Project and Program Integrity

You must avoid engaging in any actions that may harm the integrity of this project or this SBA program. In the event key project employees are determined to have engaged in conduct reflecting a material lack of business integrity or honesty, You must immediately remove them from involvement in this project. In addition, You and Your employees must avoid both organizational and individual conflicts of interest in accordance with the principles identified in 2 C.F.R. § 2701.112.

You may not discharge, demote, or otherwise discriminate against any of Your employees, which includes volunteers, as a reprisal for their disclosing to an authorized person or body as described in 41 U.S.C. § 4712(a)(2) any information that the employee reasonably believes is evidence of one of more of the following: gross mismanagement of Your grant; a gross waste of Federal funds; an abuse of authority relating to Your grant; a substantial and specific danger to public health or safety; and/or a violation of law, rule, or regulation related to Your grant. Any of Your employees who believe they have been subjected to such a reprisal may submit a complaint to SBA's Inspector General Hotline via the internet at www.sba.gov/OIG/Hotline, via telephone at 1-800-767-0385, or via mail at Office of Inspector General, ATTN: Hotline, 409 3rd Street, S.W., Suite 7150, Washington, D.C. 20416. You must inform Your employees in writing of the rights and remedies discussed in this paragraph in the predominant native language of Your workforce.

You must report all findings or determinations of sexual harassment, other forms of harassment, or sexual assault by key employees paid under this Award and also report if

You have placed such key employees on administrative leave or imposed any administrative action against them as a result of the findings or determinations.

You cannot use Project Funds to pay salaries of employees or costs of consultants, contractors, or other service providers (e.g., accountants, lawyers, etc.) where such entities are currently suspended or debarred. In addition, You cannot use Project Funds to provide counseling services related to Federal contract, grant, or loan opportunities to individuals or firms that are currently under suspension or debarment by a Federal agency. Training may be provided on these three topics without regard to an individual's suspension or debarment status. You are responsible for verifying that entities paid or (where applicable) assisted with Project Funds or Project Resources are not suspended or debarred. To determine if an individual or firm is suspended or debarred, You may consult the System for Award Management (<https://www.sam.gov/>). Additionally, in cases involving counseling, You may require clients to certify they are not currently suspended or debarred prior to receiving assistance relating to Federal contract, grant, or loan opportunities. For further guidance regarding suspension and debarment, see 2 C.F.R. Parts 180 and 2700.

If Your organization is a Religious Organization, the following additional restrictions apply:

- a. You may only conduct explicitly religious activities outside of the programs directly funded by the federal government, and at a separate time and location;
- b. You may not use any direct Federal financial assistance to support or engage in any explicitly religious activities; and
- c. You may not discriminate against beneficiaries or prospective beneficiaries of this program on the basis of religion or religious belief.

For guidance regarding Religious Organizations and Federal financial assistance, see Executive Orders 13279, 13559, and 13831 and the Attorney General's memorandum regarding "Federal Law Protections for Religious Liberty" (Oct. 6, 2017).

15. Program Term - Lobbying

In addition to lobbying restrictions detailed in Standard Term 18, lobbying during the ASBDC Spring Conference is prohibited.

16. Program Term - Project Closeout

For general guidance regarding project closeout procedures, see 2 C.F.R. §§ 200.343 – 200.344.

At the end date of this Award (i.e., after the project period concludes and any no cost extension have expired, as applicable), this project will cease, and You may not incur any new reimbursable expenses. You must submit Your final performance and financial reports and Your final requests for payment within 120 calendar days of the project end date. If You do not submit Your final payment requests within 120 days of the project

end date, all remaining, undisbursed Federal funds will be de-obligated and will no longer be available to You.

If You have not received a follow-on award, You must include a list of all equipment purchased with Project Funds along with Your final performance and financial reports. That list must describe each piece of equipment and identify its purchase price, the percentage of that purchase price paid with Project Funds, and its current, depreciated value. You must also ask the GOTR how to dispose of that equipment. For further guidance regarding the disposition of equipment purchased with Project Funds, see 2 C.F.R. § 200.313(e).

Where You have unexpended program income remaining at the end date of this Award You must either remit that money to SBA or obtain approval from SBA to use it to fund further activities consistent with the objectives of this Award. For further guidance regarding program income, see Program Term 23.

Where SBA has designated another organization as Your successor for purposes of this program, You must turn over all equipment, materials (including top-level domains and web content), and unexpended supplies purchased with Project Funds, as well as copies of all project records (including client files), to Your designated successor in accordance with the procedures and timeline provided by SBA. You must make a good faith effort to facilitate the smooth transition of the project to Your designated successor.

17. Program Term - Co-Sponsored Activities

Your organization may collaborate with SBA, other Federal agencies, and other current SBA grant recipients for the purpose of co-hosting activities within the scope of this Award without the need for a separate written agreement. SBA's logo may be used in conjunction with such co-hosted activities. However, where a proposed activity includes contributors, co-hosts, or co-sponsors that are not other Federal agencies or current SBA grant recipients or involves undertakings that are outside the scope of this Award, the parties must work with SBA to execute a separate written co-sponsorship agreement. For further guidance regarding the use of SBA's logo, see Standard Term 15.

18. Program Term - Applicable Law and Policy Requirements

Except for circumstances in which Federal law defers to State or local law – such as zoning matters, building and business permits, and recording requirements – this Award will be governed by and construed under Federal law. Specifically, this Award is subject to the following laws, regulations, and policies in addition to those enumerated in the SF 424B (Assurances: Non-Construction Programs) You submitted as part of Your approved application:

- a. 15 USC § 648 (SB Act, SBDC Program);
- b. 13 CFR Part 130 (Small Business Development Centers);
- c. 5 U.S.C. App. 1 (Inspector General Act of 1978);
- d. 15 U.S.C. § 78dd-1 et seq. (Foreign Corrupt Practices Act);

- e. 15 U.S.C. § 631 et seq. (Small Business Act);
- f. 22 U.S.C. § 7101 et seq. (Trafficking Victims Protection Act of 2000);
- g. 22 U.S.C. § 7207 (Prohibition on United States Assistance and Financing to Certain Foreign Nations);
- h. 31 U.S.C. § 6101 note (Digital Accountability and Transparency Act of 2014);
- i. 31 U.S.C. § 6305 Using Cooperative Agreements
- j. 41 U.S.C. § 701 et seq. (Drug-Free Workplace Act of 1988), as implemented by 2 C.F.R. Part 182;
- k. 41 U.S.C. § 6306 (Prohibition on Members of Congress making contracts with the Federal Government);
- l. 42 U.S.C. § 12101 et seq. (Americans with Disabilities Act of 1990), as implemented by 28 C.F.R. Parts 35 and 36;
- m. 48 U.S.C. § 1469a (Waiver of Matching Fund Requirements for Awards to Insular Areas);
- n. 49 U.S.C. App. 1517 (Fly America Act);
- o. 2 C.F.R. Parts 180 and 2700 (Non-procurement Debarment and Suspension);
- p. 13 C.F.R. Parts 112, 113, and 117 (Civil Rights Compliance);
- q. 13 C.F.R. Part 146 (Restrictions on Lobbying);
- r. 15 C.F.R. Parts 730-774 (Export Restrictions);
- s. 22 C.F.R. Parts 120-130 (International Traffic in Arms);
- t. 31 C.F.R. Parts 500-598 (Foreign Assets Control);
- u. 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements);
- v. Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);
- w. Executive Order 13513 (Federal Leadership on Reducing Text Messaging While Driving); and
- x. Executive Order 13788 (Buy American and Hire American).

19. Program Term - Dispute Resolution

If a dispute arises between Your organization and SBA regarding a financial or programmatic matter under this Award, You may request formal resolution of that dispute in accordance with 13 C.F.R. § 130.630. Any disputes regarding the suspension, termination or non-renewal of this Award will be handled in accordance with 13 C.F.R. § 130.700, with the additional proviso that You may request an administrative review of the underlying decision by the Associate Administrator for the Office of Entrepreneurial Development (AA/OED), whose opinion will represent the final Agency decision on the matter.

20. Program Term - Liability and Indemnification

Any liability arising from the conduct of this project, except as it directly relates to SBA employees or facilities, is solely Your responsibility. SBA will not indemnify You or Your employees or officers. Furthermore, with the exception of insurance, no Project Funds may be used to cover costs related to liabilities arising under this Award. For further guidance regarding insurance costs, see 2 C.F.R. § 200.447.

SBA is not a party to any contracts, subgrants (where permitted), or other agreements between Your organization and third parties. SBA will not be involved in any disputes arising from such agreements. You are liable to SBA for any amounts paid from Project Funds to third parties which are subsequently determined to have been unallowable or otherwise improper.

21. Program Term - Indirect Costs

You may claim indirect costs under this Award in accordance with the Indirect Cost Rate Agreement You negotiated with Your cognizant agency. Reimbursement of indirect costs from Federal funds will be capped at a maximum of 20 percent, regardless of the amount stipulated in the Non-Federal Entity's indirect cost rate agreement.

NFEs that have never had an Indirect Cost Rate Agreement with a cognizant Federal Agency may:

1. Claim indirect costs under this Award at a 10 percent de Minimis rate of Modified Total Direct Cost in accordance with 2 C.F.R. § 200.414(f) or:
2. Request from their SBA Project Officer an SBA indirect cost rate agreement at a rate of 24 of Modified Total Direct Cost. An SBDC rate agreement is exclusively for the SBDC Program and the rate is non-negotiable.

The de Minimis rate and the SBA rate may not be used by NFEs that have an expired ICR.

22. Program Term - Matching Contributions

You are required to provide matching support for this Award from non-Federal sources at the rate of 100 percent – i.e., one non-Federal dollar for each one Federal dollar – unless otherwise authorized by the AA/SBDC. Non-Federal cash match must be at least 50 percent of the Federal funds. The remaining 50 percent may be provided through any allowable combination of additional cash match, in-kind contributions, or waived indirect costs. The Recipient may not use Program income to match the federal dollars provided or in place of funds already budgeted in the Cooperative Agreement.

You must document that You have obtained and expended the required level of match in support of project activities. You may receive contributions of matching support from any non-Federal source, such as State, local, or tribal governments, private individuals, corporations, or foundations. In addition, You may provide matching support for this Award by utilizing Your own or Your parent entity's resources. Matching contributions may take the form of cash or cash equivalent, or in-kind donations such as free or reduced-price goods, services, or facilities, or indirect costs.

For each SF-270 (Request for Advance or Reimbursement) You submit, You must indicate the amount of match (i.e., the "Non-Federal Share") expended (for reimbursements). If the amount of match You list on Your SF-270 does not meet the required 1:1 level of match for Federal expenditures, You must attach an explanation

detailing the extent of, and reason(s) for, the shortfall and describing how and when You will come into compliance with the match requirement.

If You are chronically or seriously Undermatched You will not be eligible to receive reimbursement for the remainder of the current Budget Period, and possibly for subsequent Budget Periods as well. If You are Undermatched at the end of a Budget Year, You will be required to remit to SBA all Federal funds You received but were unable to match. Furthermore, if You fail to meet Your match requirement, SBA may withhold payment, decline to exercise option periods, or take such other enforcement action as it deems appropriate. See Program Term 29.

You are encouraged to, but not required to report Overmatch on Your SF-270 or SF-425. However, if You choose to report Overmatch to SBA, You may use that Overmatch to offset any disallowed payments for the relevant Budget Period on. Overmatch may not be carried over to subsequent Budget Periods. It may only be counted for the Budget Period in which it was expended. If you choose not to report Overmatch to SBA on the Final SF-425, You cannot use it to offset any disallowed payments. This applies to non-Federal disallowances and not Federal disallowances.

For further guidance regarding matching contributions, see 2 C.F.R. § 200.306.

Insular Area Territory Match Waiver

The SBA has the authority, per U.S. Code Title 48 – Territories and Insular Possessions, Chapter 10 – Territorial Provisions of a General Nature, Section 1469a(d) – Congressional declaration of policy respecting “Insular Areas”, to waive any requirement for matching funds otherwise required by law to be provided by the Insular Area involved. Additionally, § 601 of Pub. L. No. 96-205 and § 6 of Pub. L. No. 98-213 together mandate that “notwithstanding any other provision of law, in the case of the Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands, any department or agency shall waive any requirement for local matching funds under \$200,000...”

For the Core SBDC Grant, the Associate Administrator for the Office of Small Business Development Centers will, upon written request, waive the match requirement for the first \$199,999.99 for American Samoa, Guam, and the Virgin Islands Small Business Development Centers (SBDCs).

The Insular Area Territory SBDCs are required to provide a 1:1 match that must include at least 50 percent in cash with the remainder consisting of a combination of cash, in-kind and non-reimbursed Facilities and Administrative costs (i.e., waived indirect costs) on all Core SBDC grant funds of \$200,000 and above.

The Core-Grant Insular Area Territory Match Waiver **must be requested in writing**, prior to the submission of the renewal application package, and transmitted through the OSBDC Program Manager. The Core-Grant Insular Area Territory Match Waiver will not apply retroactively to previous, ongoing, or expired grants and is not transferable to other non-SBDC funding opportunities from SBA

23. Program Term - Program Income

Program Income generated under this Award must be added to the Project Funds and used to further eligible project or program objectives. In addition, on SBA Form 2113-Program Income and worksheet you submit, you must note all Program Income earned and expended during the program year. A self-populating excel worksheet to the SBA Form 2113-Program Income may be obtained from the OSBDC website at www.sba.gov/content/sbdc-forms-and-worksheets.

For further guidance regarding Program Income, see 2 C.F.R. § 200.307.

24. Program Term - Financial Stability and Risk Mitigation

In accordance with 2 C.F.R. § 200.205, in order to continue being entrusted with public funds Your organization must maintain a sufficient level of financial stability. Examples of failure to maintain sufficient financial stability include, but are not limited to, excessive and/or unresolved indebtedness (whether to the Federal Government or other parties), repeated failure to make payroll, and/or operating at a deficit for an extended period of time. Your lack of financial stability may lead SBA to take any or all of the following actions:

- a. Categorize Your organization as a high-risk NFE and subject it to additional conditions;
- b. Suspend, terminate, or decline to renew this and any other Awards You receive from SBA; and
- c. Suspend or debar You from participating in the Federal procurement or non-procurement arenas in accordance with 2 C.F.R. Part 2700.

For further guidance regarding enforcement actions SBA may take under this Award, see Program Term 29.

For further guidance regarding debarment, see C.F.R. Parts 180 and 2700.

25. Program Term - Funds Management and Payment

In accordance with 2 C.F.R. § 200.305(b)(6), SBA may withhold payments if You fail to comply with project objectives, Federal statutes, regulations, the terms and conditions of this Award, and/or the program requirements. Additionally, SBA reserves the right to offset any funds payable to You under this Award in order to collect debts or other financial claims the Agency may hold against you under this program or any other SBA program. In addition, if You fail to expend funds at a rate substantially in accordance with your accepted proposal, SBA may reduce the amount of this Award by de-obligating funds from your project and transferring them to other NFEs conducting projects under this program.

Payment will be made by reimbursement. For general guidance regarding payments under this Award, see 2 C.F.R. Subpart D §200.305. You must draw down Federal funds only as needed to meet actual or estimated expenditures for the relevant reporting period. You must avoid accumulating Federal funds in excess of current disbursement

needs. You must also provide the required level of matching contributions for all Federal funds drawn down under this Award. For further guidance regarding matching contributions see Program Term 22.

To receive payment, You must provide SBA with Your bank routing number and account information and submit a signed SF 270 (Request for Advance or Reimbursement) signed by the authorized representative of the NFE organization. Any failure by You to properly complete and submit the required forms will cause substantial delay in processing Your payment request.

To receive payment, the following process must be followed:

- a. Forms must be submitted via email to SBDCPayments@sba.gov.
- b. The NFE must enter in block 4 (Standard Form 270), the appropriate Agreement/Document Number to identify the budget year of the Federal funds requested for payment.
- c. The NFE must fill-in block 5 of SF-270 (Partial Payment Request Number) in sequential order to indicate the cumulative number of forms submitted to the OSBDC.
- d. NFE must enter in line 11f of SF-270 the Non-Federal share of the amount on line 11e.
- e. The final SF-270 must show 100 percent matching funds on the federal funds requested, which includes no less than 50 percent cash match used to support federal payment during the award period. Final SF-270 without required match will be denied payment.
- f. If the amount of match reported on Your SF-270s indicates that You are trending toward not meeting the required 1:1 level of match, SBA will require You to provide an explanation detailing the extent of, and reason(s) for, the shortfall and describing how and when You will be back on track for meeting the match requirement.
- g. You must attach a certification statement with each SF-270. Please see Program Term 12 – Financial Reports for the required certification statement.

You are responsible for submitting all payment requests in a timely manner at least quarterly, but not more frequently than monthly. You bear sole responsibility for providing adequate documentation or justification of all claimed costs and for submitting all payment requests in a timely manner. SBA will not process any payment request You submit more than 120 calendar days after the conclusion of the relevant Budget Period. You must retain copies of receipts, invoices, subcontracts, timesheets, evidence of the existence and valuation of matching contributions, and similar items providing documentary support of all claimed costs. See Standard Term 28. All payments will be made based on Your demonstrated, bona fide disbursement requirements, consistent with the approved budget and project deliverables.

Should You wish to request payment in advance, You must certify that you have the required level of matching contributions, justify why an advance is necessary, and detail

how the advance funds will be expended over the specified period covered by the request. Advances are limited to the minimum amounts needed and must be timed to be in accordance with your actual, immediate disbursement requirements. You must deposit and maintain advances of Federal funds in interest-bearing, FDIC-insured accounts. You are encouraged to use banks that are at least 50 percent owned by women or minorities. If You do not fully expend an advance payment within 30 calendar days of disbursement, You must promptly refund any remaining amount to SBA. For further guidance regarding interest earned on advances of Federal funds, see 2 C.F.R. § 200.305(b)(9).

26. Program Term – Adherence to the Approved Budget

You must expend Project Funds in accordance with Your approved budget. You do have discretion, however, to transfer Project Funds between individual cost categories provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent of Your total approved budget. Before making any transfers that would cumulatively result in Your exceeding this 10 percent cap, you must obtain approval from SBA. Failure to adhere to the approved budget or obtain the necessary prior approval will result in denial of payment by SBA.

NOTE: You must obtain written approval from SBA for any changes in indirect costs, Federal and non-Federal. For further guidance regarding the prior approval process, see Standard Term 8 and Program Term 27.

All costs approved on this budget must meet the tests of necessity, reasonableness, allowability, and allocability in accordance with applicable cost principles. All costs charged to this Award are subject to audit. NFEs are responsible to ensure management and financial accountability of Federal funds to preclude future cost disallowances.

The approved budget is included with the individual cover pages specific to the NFE.

27. Program Term - Actions Requiring Prior Approval

Before taking any of the actions listed below and in Standard Term 8 you must obtain advance approval from SBA:

- a. Amending the approved project goals and milestones;
- b. Additional line-item expenditures not specified or shown without cost on the approved budget;
- c. Changing and/or exceeding the amount claimed for indirect costs in the approved budget for Federal and matching funds;
- d. Fund transfers between cost categories when the gross amount of the funds involved is greater than 10 percent of the overall project budget;
- e. Changing the Lead Center Director without approval from the AA/SBDC, for all other key personnel changes the SBDC Lead Center must advise Project Officers and program managers within 10 business days;

- f. Entering into a contract calling for the expenditure of \$250,000 or more in Project Funds, with the exception of subawardee recipient agreements or entering into a contract that, when combined with other contracts held by a single individual or organization (including affiliates, subdivisions, and subsidiaries), would result in that entity receiving \$250,000 or more in aggregated Project Funds unless included in the proposal. The contracts must be awarded via competition. Non-competitive contracting at this level is only allowed if You can demonstrate to SBA's satisfaction either: (i) there is only one possible source for a particular good or service or (ii) there is an emergency involving the risk of imminent damage to property or injury to people. For contracts between \$10,001 and \$250,000, you do not need to submit copies of the proposed contracts to the GOTR for approval before executing them. However, you must obtain price quotes (either orally or in writing) from at least three qualified sources and inform SBA of these quotes in the corresponding payment requests/financial reports. If you do not choose to go with the lowest quote, you must explain why. For contracts of \$10,000 or less, you do not need to submit copies of the proposed contracts to the GOTR for approval before executing them and the contracts are not required to be awarded via competition if Your organization considers their prices to be reasonable.
- g. Purchasing or disposing of a piece of equipment with an acquisition cost of \$5000 or more, when not included in the proposal;
- h. When taking any action not included in the proposal;
- i. Travel outside the United States and its territories;
- j. Use of the SBA logo on any social media sites or services other than the SBDC project website;
- k. Use of Project funds for minor renovations of an existing facility;
- l. Establishing or reorganizing a legal entity.

You must submit requests for prior approval to the GOTR 30 calendar days prior to the date of the proposed action. See 2 C.F.R. § 200.308; 2 C.F.R. 200 Subpart E; for further guidance regarding prior approval requirements see Standard Term 8.

28. Program Term - Project Website

You must maintain a website, or a clearly defined subsection of an existing website, for the purpose of publicizing and conducting project activities. The project website must make reasonable accommodations for access by persons with disabilities and must feature the SBA logo and acknowledgement of support clause in a prominent location in accordance with Standard Term 15. In addition, project websites are subject to the prior approval requirements and the project closeout requirements.

You may not use the project website to advertise, promote, or endorse alcoholic beverages, tobacco products, sexual products (including dating services and pornographic materials); illegal or controlled substances or materials; gambling or gaming products or services; or any other products, services, or materials which may be harmful to the image or reputation of this project, the SBDC Program or SBA.

29. Program Term - Termination/Suspension/Enforcement

If you materially fail to comply with the terms and conditions of this Notice of Award, or with any requirement imposed by statute, regulation, executive order, or other source of law or policy, SBA will take whatever enforcement measures it deems appropriate to remedy that non-compliance. For further guidance regarding the enforcement measures that apply to this Award, see 13 C.F.R. § 130.700. SBA may also institute suspension or debarment proceedings against your organization as it deems necessary.

30. Program Term - Selection of State Director

Prerequisite to filling the SBDC State/Regional Director position, the NFE must follow the process outlined below:

1. You must submit recruitment and selection plans for the SBDC State/Regional Director position to the SBA District Director (or Lead District Director when there is more than one District Office) and to the GOTR for approval of the plans' adequacy. The SBA District Director and GOTR must notify the NFE of the plans' acceptance or rejection within eight (8) business days of receipt.
 - a. The recruitment plan should include provisions for a nationwide search and should not include provisions which unduly restrict or limit the eligible candidate pool;
 - b. You must include an SBDC State or Regional Director from an accredited SBDC network in the hiring process.
 - c. SBA employees are prohibited from participating in the hiring process, for example, joining interview panels or search committees, other than defined here in these terms and conditions.
 - d. Recruitment plans for filling the vacancy in excess of 120 days beyond the previous Director's departure date must have prior approval of the AA/SBDC.
2. The non-federal entity will follow its hiring procedures to determine the best final candidate and must subsequently obtain the approval of the AA/SBDC prior to making an offer of employment. Upon selection of a final candidate for the position:
 - a. You must provide to the AA/SBDC and to the SBA District Director the resumes of the top three finalists.
 - b. After You have interviewed the top three finalists, You must notify the SBA District Director and the AA/SBDC of YOUR selection.
 - c. The SBA District Director will provide feedback to the AA/SBDC regarding the selected finalist. The SBA District Director will not provide feedback to the NFE.
 - d. Within 15 days from the date of notification, the AA/SBDC will provide the NFE with their concurrence or denial of the selected finalist.
 - e. You may not hire the SBDC State/Region Director without the concurrence of the AA/SBDC. Failure to comply with this section may be considered cause for termination from the program.

NOTE: If the SBDC State/Regional Director is subject to removal or replacement, You

must notify, if possible, the SBA District Director and the AA/SBDC at least ten (10) days before taking such action. You must provide the AA/SBDC with a written explanation of why such action is necessary.

31. Program Term - Refunds of Award Expenses

If you receive a refund of FICA/FUTA taxes or other project costs previously paid under this Award, you must immediately report such refund to SBA, regardless of whether the Project Period has ended. The amount of the refund must be remitted to SBA if the cost was paid with Federal funds. If the refunded cost was paid using matching contributions, you must either use the refund to support activities consistent with the objectives of this Award or remit it to SBA if failing to do so would result in the project being under matched.”

When submitting refunds to SBA:

- Make check payable to the U.S. Small Business Administration,
- Include a cover memo that explains the reason for the refund, and reference the appropriate Award number the funds are associated with, and
- Send the check by priority mail, FEDEX or a similar carrier to:

Alanna Falcone
U.S. Small Business Administration
OSBDC – 6th Floor
409 Third Street, S.W.
Washington, DC 20416.

32. Program Term - Definitions

The following definitions apply to this Program. For additional definitions relating to this Award, see 13 CFR 130.110 and Notice of Funding Opportunity Numbers OSBDC-2022-01 (FY) or OSBDC-2022-02 (CY).

Award – a conferral of Federal financial assistance to support a specific public project, whether in the form of a grant, cooperative agreement, or contract.

Client – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.

Client Information – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.

Follow-on award – subsequent renewal (continuation) award.

Key Personnel – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, but not support staff.

Local Travel – local travel is any travel conducted entirely within a 50-mile radius of your organization's address of record

Overmatch(ed) – a level of matching contributions that exceeds the amount required.

Program Income – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees (examples include fees for training events or specialized services), sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees. Program Income also includes fees that are not actually received by the Recipient, but whose disposition is controlled by the Recipient through its SBDC Network. Program income does not include interest earned on advances of federal funds. Under co-sponsorship arrangements between SBDCs and other organizations for activities outside the SBDC Cooperative Agreement, fees collected and retained by the third party are not considered Program Income. That portion of gross fees allocable to the SBDC shall be collected and accountable as SBDC program income. The Recipient will not use Program income to match the federal dollars provided or in place of funds already budgeted in the Cooperative Agreement.

Project Funds – all funds covered by the project budget. Includes both Federal funds and matching contributions (cash and in-kind) dedicated to the project.

Project Resources – non-monetary items such as facilities, equipment, supplies, and staff time that are utilized to further project objectives and whose costs are supported (in whole or in part) with Project Funds.

Religious Organization – an entity that is organized for religious purposes and engages in activity consistent with, and in furtherance of, such purposes.

Undermatch(ed) – a level of matching contributions that fails to meet the amount required.

Waived Indirect – non-Federal indirect match.

You – the NFE (recipient organization) for this Award.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subcontract Number:

025754

PTE Information

Entity Name: Iowa State University of Science and Technology

Legal Address:
1350 Beardshear Hall
515 Morrill Rd
Ames, IA 50011-2105

Website: <https://www.ospa.iastate.edu/>

PTE Contacts

Central Email: ospa-awards@iastate.edu

Principal Investigator Name: Lisa Shimkat

Email: lshimkat@iastate.edu

Telephone Number: 515-294-2037

Administrative Contact Name: Pamela Helfer, Senior Award Administrator, Office of Sponsored Programs Administration

Email: phelfer@iastate.edu

Telephone Number: 515-294-9080

COI Contact email (if different to above): coi@iastate.edu

Financial Contact Name: Mindy Stensland, Manager, Sponsored Programs Accounting

Email: spa@iastate.edu

Telephone Number: 515-294-4569

Email invoices? Yes

Authorized Official Name: Rebecca Musselman or designee

Email: ospa-awards@iastate.edu

Telephone Number: 515-294-5225

PI Address:

1805 Collaboration Place, Suite 1332
Ames, IA 50010-9166

Administrative Address:

1138 Pearson Hall
505 Morrill Rd
Ames, IA 50011-2103

Invoice Address:

1810 Administrative Services Building
2221 Wanda Daley Dr
Ames, IA 50011-1004

Attachment 3B
Subcontractor Contacts

Subcontract Number:

025754

Subcontractor Information

Entity's UEI Name: WESTERN IOWA TECH COMMUNITY COLLEGE

EIN No.: 42-0926922 Institution Type: Public/State Controlled Inst. of Higher Ed.

UEI: ZKUDK4GBDNG7 Currently registered in SAM.gov: Yes No

Parent UEI: Exempt from reporting executive compensation: Yes No (if no, complete 3B-2)

Place of Performance Address U.S. Entities only (insert information for Place of Performance)

Congressional District: 5 Zip Code+4: 51102

4647 Stone Avenue
Sioux City, IA 51102

Subcontractor Contacts

Central Email:

Website: www.witcc.edu

Principal Investigator Name: TODD RAUSCH

Email: todd.rausch@witcc.edu Telephone Number: 712-274-6400 Ext. 6454

Administrative Contact Name: TODD RAUSCH

Email: todd.rausch@witcc.edu Telephone Number: 712-274-6400 Ext. 6454

Financial Contact Name: JEFF JANSEN

Email: jeff.jansen@witcc.edu Telephone Number: 712-274-6400 Ext. 1220

Authorized Official Name: TROY JASMAN

Email: troy.jasman@witcc.edu Telephone Number: 712-274-6400 Ext. 1362

Legal Address:

4647 Stone Avenue
PO Box 5199
Sioux City, IA 51102

Administrative Address:

4647 Stone Avenue
PO Box 5199
Sioux City, IA 51102

Payment Address:

4647 Stone Avenue
PO Box 5199
Sioux City, IA 51102

Attachment 3B-2
Highest Compensated Officers

Subcontract Number:

025754

Subcontractor:

Institution Name: WESTERN IOWA TECH COMMUNITY COLLEGE

PI Name: TODD RAUSCH

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Deliverables

Subcontract Number:

025754

Subcontractor agrees to submit the following reports and deliverables (PTE contacts are identified in Attachment 3A):

Technical Reports:

- Monthly technical/progress reports will be submitted to the PTE's Administrative Contact within 15 days of the end of the month.
- Quarterly technical/progress reports will be submitted within 60 days after the end of each project quarter to the PTE's Administrative Contact.
- Annual technical/progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Administrative Contact. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- A Final technical/progress report will be submitted to the PTE's Administrative Contact within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
- Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Not applicable

Other Reports:

- In accordance with 37 CFR 401.14, Subcontractor agrees to notify PTE's Administrative Contact 60 days after Subcontractor's inventor discloses invention(s) in writing to Subcontractor's personnel responsible for patent matters. The Subcontractor will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Administrative Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
A negative report is required: Yes
- Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Report and Deliverable Requirements:

Descriptions and formatting details for all reports required by this Subcontract Agreement are contained in the Regional Director Manual, which is provided to each Regional Director by the SBDC State Office. The following reports shall be provided to the SBDC State Office:

A) Activity Performance Reports are required to be submitted semi-annually to the SBDC State Office via the America's SBDC Iowa Neoserra online data collection system. Reports are due ten (10) days after the end of each semi-annual period. Each report shall include narratives on activities in the categories referenced in the America's SBDC Iowa Regional Director Manual.

B) Monthly counseling and training activity data from SBDC Regional Center activity records shall be provided to the SBDC State Office by entering relevant data into Neoserra no later than the 10th day following the end of each month.

C) A minimum of two client-signed publicity releases shall be submitted to the SBDC State Office via email each year. These signed publicity releases should be from successful SBDC clients whose stories will make great marketing success stories.

D) Such other reports and information as may from time to time be requested by the SBDC State Office.

Attachment 5
Scope of Work and Budget

Subcontract Number:

025754

Scope of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Federal Award Project Description*

Budget Information

Indirect Information	Indirect Cost Rate (IDC) Applied <input type="text" value="N/A"/> %	Cost Sharing <input type="text" value="Yes"/>
Rate Type: <input type="text" value="Other (add in blank box)"/>	<input type="text" value="N/A"/>	

Budget Details Below Attached, pages

Budget Totals

Direct Costs	\$ <input type="text" value="92,549.00"/>
Indirect Costs	\$ <input type="text" value="0.00"/>
Total Costs	\$ <input type="text" value="92,549.00"/>

All amounts are in United States Dollars

1. SCOPE OF WORK.

The following work is to be accomplished in accordance with the Small Business Administration (SBA) regulations, the America's SBDC Iowa State Office Policy and Procedure Manual, the America's SBDC Iowa Regional Director Manual, and the America's SBDC accreditation standards.

To the extent required by Section 21(a) of the Small Business Act (15 U.S.C. 648(a)) provide basic, confidential individual business counseling to owners and would-be owners and managers of small and mid-size for-profit companies at no charge. Enterprises assisted must conform to SBA eligibility standards.

- a. Identify and utilize the established key relationships mentioned in the America's SBDC Iowa State Office Policy and Procedure Manual.
- b. Establish a referral system with banks, chambers of commerce, educational institutions, SCORE, trade groups, community groups and other entities that work with small businesses.
- c. Participate in current America's SBDC Iowa special programs.
- d. Prepare and submit required reports identified in this subcontract.
- e. Use and contribute to the America's SBDC Iowa website and other network services as developed.
- f. Assist the SBA in the achievement of state and national goals.
- g. As the year progresses, new opportunities to serve clients, associated organizations and communities may arise. SBDC Regional Centers will be expected to participate.

2. GEOGRAPHIC AREA OF RESPONSIBILITY.

Cherokee, Crawford, Ida, Monona, Plymouth, Woodbury counties

3. PROGRAM MANAGEMENT.

- a. Understand and participate in the America's SBDC Iowa strategic plan, preparing and utilizing a regional planning process and center action plan that supports the SBDC State Office's strategic plan.
- b. Ensure high quality counseling and training. This includes ensuring there are adequate safeguards protecting client confidentiality, and that clients are served on a timely basis.
- c. Cultivate a strong working relationship with the host institution, establishing the SBDC as a valued component of the institution's economic development efforts.
- d. Actively determine needs of the SBDC Regional Center's specific small business community and respond appropriately. This includes cultivating partnerships and networking with public and private firms to leverage the effectiveness of the SBDC and avoid duplication of services.
- e. Utilize a local advisory board per guidelines provided by the SBDC State Office, sending updated lists of Local Advisory Board Members yearly and minutes of Local Advisory Board meetings to the SBDC State Office on a timely basis.

- f. SBDC Regional Centers must provide a representative to the America’s SBDC Iowa State Advisory Board from their local advisory board. Any vacancies in a SBDC Regional Center representative to the State Advisory Board must be refilled within 60 days of resignation or term expiration date.
- g. Utilize students, faculty and other host institution resources effectively in delivery of services.
- h. Regularly communicate with funding sources, including legislators, the private sector and host institution.
- i. Cultivate a positive and open relationship with the SBDC State Office.
- j. If an SBDC Regional Center has an SBDC webpage on their host institution’s website, it must comply with SBDC State Office directives. The America’s SBDC Iowa logo must be prominently displayed in all electronic and print communications, including, but not limited to, websites, business cards, stationery, brochures, training materials, pamphlets, etc. Iowa State University must also be referenced on the SBDC Regional Center’s host institution’s SBDC webpage as the America’s SBDC Iowa statewide program host institution.
- k. Update all marketing materials to comply with the America’s SBDC Brand Guidelines. These new materials should be sent electronically to the SBDC State Office for approval prior to printing. Samples of all updated and new marketing materials must be sent in to the SBDC State Office when printed. All marketing materials and publications, including brochures, websites, advertising, pamphlets, training materials, manuals, etc., must acknowledge the support of the U.S. SBA as outlined in the America’s SBDC Iowa Regional Directors Manual. Business cards must be printed by the SBDC State Office.
- l. Actively participate in the America’s SBDC Iowa annual awards programs.
- m. The SBDC Regional Director and any full-time counselors must earn an approved Certified Business Advisor (CBA) designation within one year of commencing employment.
- n. Perform such other SBDC-related duties as may from time to time be requested by the SBDC State Office.

4. GOALS

<u>Counseling</u>	<u>Annual</u>
Number of New Business Start-ups*	9
Amount of Capital Infusion*	\$3,209,341
Number of Jobs Created	74
Number of Clients Counseled	188
Amount of Counseling Hours	681
Sales Increases	\$2,416,370
Client Satisfaction Survey Percentage	90%

*These goals are SBA requirements.

CY 2022
Budget Sheet - Contract Funds
 Western Iowa Tech
 1/1/2022-12/31/2022

	SBA CONTRACT FUNDS	STATE CONTRACT FUNDS	TOTAL CONTRACT FUNDS	CENTER MATCH	TOTAL FUNDS
SALARIES, WAGES, TUITION					
Director	41,240	21,293	62,533	4,577	67,110
Assoc. Directors			0		0
Professional Staff			0		0
Grad/Students			0		0
Administrative Staff			0	4,364	4,364
Total Employees	41,240	21,293	62,533	8,941	71,474
BENEFITS	19,796	10,220	30,016	2,982	32,998
CONSULTANTS			0	13,685	13,685
TRAVEL					
In-State Travel			0	4,100	4,100
Out of State Travel			0	2,000	2,000
PERMANENT EQUIPMENT			0		0
SUPPLIES			0		0
Sub-Total	19,796	10,220	30,016	22,767	52,783
OTHER					
Telephone			0		0
Postage			0		0
Printing & Copying			0	500	500
Computer Service & Maintenance			0		0
Meetings/Trainings			0	600	600
Research & Publications			0		0
Certification/Dues			0	500	500
Facilities			0		0
Marketing			0	1,084	1,084
Total Other	0	0	0	2,684	2,684
TOTAL DIRECT COSTS	61,036	31,513	92,549	34,392	126,941
INDIRECT COST CHARGES			0		0
TOTAL	61,036	31,513	92,549	34,392	126,941

Attachment 6
Other Attachments

1. SBDC Financial Report (Invoice)
2. Program Income Account Statement

Small Business Development Center Financial Report

CENTER NAME XXXXX	CENTER LOCATION (CITY) XXXXX		FOR THE PERIOD MONTH YEAR
	A. Contract funds	B. Center Match	COMMENTS
SALARIES, WAGES, TUITION			
Director	\$ _____	\$ _____	_____
Asst. or Assoc. Director	_____	_____	_____
Professional Staff	_____	_____	_____
Grad/Students	_____	_____	_____
Administrative Staff	_____	_____	_____
BENEFITS			
CONSULTANTS			
TRAVEL			
In-State Travel	_____	_____	_____
Out of State Travel	_____	_____	_____
PERMANENT EQUIPMENT			
SUPPLIES			
OTHER			
Telephone	_____	_____	_____
Postage	_____	_____	_____
Printing & Copying	_____	_____	_____
Computer Service & Maintenance	_____	_____	_____
Meetings/Training	_____	_____	_____
Research & Publications	_____	_____	_____
Certifications/Dues	_____	_____	_____
Facilities	_____	_____	_____
Marketing	_____	_____	**Prior approval Req.
TOTAL DIRECT COSTS	0.00	0.00	_____
TOTAL THIS PERIOD	_____	_____	_____
Total Previous Reports	_____	_____	_____
TOTAL TO DATE	\$ _____	\$ _____	_____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Signature - SBDC Regional Director Date

Signature - Subcontractor's Financial Officer Date

PROGRAM INCOME ACCOUNT STATEMENT

SBDC

FOR MONTH OF: _____
(Month & Year)

BEGINNING BALANCE \$ _____

INCOME:

Description	Amount
Training (workshops)	
Sale of Books, etc.	
Trade Shows	
Other (please describe)	
Total Income:	0.00

EXPENDITURES:

Personnel	
Fringe	
Professional Services (consult)	
Travel	
Supplies	
Other (please describe)	
Total Expenditures:	0.00

ENDING BALANCE \$ _____ 0.00

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set fo in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penaltie for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Signature - SBDC Regional Director Date

Signature - Subcontractor's Financial Officer Date



DATE: June 8, 2022

TO: Dr. Terry Murrell, President

FROM: Darin Moeller, Executive Dean of Instruction
Carmen Wilson, Associate Dean – Corporate College

RE: Renewal of Region VII OSHA Training Education Center of Metropolitan Community College Client Agreement with Western Iowa Tech Community College.

Western Iowa Tech Community College entered into a partnership with Metropolitan Community College in Kansas City, Missouri, as an OSHA Outreach Host Training Center. This was last approved by the Board in June of 2021. The current agreement with Metropolitan Community College expires with the new fiscal year and requires board approval and appropriate signatures to continue the partnership.

As the area's only OSHA Training Institute Education Center, Western Iowa Tech Community College is equipped to help keep our local area companies current in required safety training. Other host locations in Region VII include Ozark Technical Community College in Missouri, Wichita Area Technical College and Wichita Area Builders Association in Wichita, Kansas, and Kirkwood Community College.

Recommendation:

It is the administrative recommendation that the Board approves the renewal of the Region VII OSHA Training Institute Education Center Client Agreement between Metropolitan Community College and Western Iowa Tech Community College.

Client Agreement # 23-0601 (Agreement)

This Client Agreement (“Agreement”) is entered into by and between the Junior College District of Metropolitan Kansas City, Missouri a/k/a Metropolitan Community College (MCC), a public community college district and political subdivision of the State of Missouri, having a principal office is located at 3200 Broadway, Kansas City, Missouri 64111, and Western Iowa Technical College (collectively herein, “Client” and “Host Training Organization”), whose principal office is located at 4647 Stone Avenue, Sioux City, Iowa 51106 on the 8th day of June 2022 (“Effective Date”).

MCC is designated as an OSHA Training Institute Education Center identified by the OSHA Department of Training & Education as the “Great Plains OSHA Education Center” (GPOEC) for OSHA Region VII (Missouri, Kansas, Nebraska and Iowa). The Client desires to engage the professional services of MCC’s Workforce & Economic Development (MCC-WED), located at 20301 East 78 Highway, Independence, Missouri 64057, to provide MCC’s GPOEC Host Training Organizations oversight (Services) pursuant to this applicable client agreement between MCC and said client (“Client Agreement”). MCC has expressed an interest in providing these Services. For good and valuable consideration described herein, the parties agree as follows with respect to Client’s provision of Services: For good and valuable consideration as described herein, the parties hereto agree as follows:

1. **Scope of Services.** MCC agrees to provide services to include a relationship between MCC’s GPOEC and Client for Client’s delivery of courses through MCC’s GPOEC, as further detailed in Exhibit A – OSHA Training Services, attached hereto and incorporated herein. Services shall be provided through Western Iowa Technical College.
2. **Location; Schedule of Services.** Services shall be provided by MCC at the location defined by Western Iowa Technical College.
3. **Term.** The term of this Agreement shall be from July 01, 2022 through June 30, 2023 and may be extended upon the mutual written agreement of the parties.
4. **Fees and Expenses.** Client shall pay MCC in an amount up to eight thousand dollars (\$8,000.00). Add additional fee schedule detail as needed. Client agrees to pay Client undisputed amounts within thirty (30) days’ of receipt of a properly itemized invoice from MCC.
5. **Notices.** All communications relating to this Agreement shall be in writing and directed to MCC to the attention of Letonia Torrence/wedfes@mcckc.edu; to Client to the attention of Jason Erickson/jason.erickson@witcc.edu.
6. **Cancellation.** If Client cancels all or part of Services that MCC is scheduled to provide on specific dates and times (Scheduled Services) within 48 hours of the date and begin time of said Scheduled Services, Client shall pay MCC a cancellation fee (Cancellation Fee) in the amount of the non-refundable fees and expenses incurred by MCC related to such Scheduled Services. Client shall remit to MCC the Cancellation Fee within thirty (30) days of receipt of MCC’s invoice for the same.

Execution of this Agreement constitutes Client’s acceptance of the *Client General Terms and Conditions* of MCC on behalf of WED (the “Terms”), incorporated herein by reference and made a part of this Agreement, found at: www.mcckc.edu/workforce-solutions/docs/WED_Client_GTC.pdf. The parties have caused this Agreement to be executed by their authorized representatives, with signature confirming acceptance of the Agreement, any incorporated documents and exhibits, along with the Terms.

**Junior College District of Metropolitan
Kansas City, Missouri**

Western Iowa Technical College

By: _____

By: _____

Name: Suzanne Gochis

Name: _____

Title: Vice Chancellor of Instruction / CAO

Title: _____

Date: _____

Date: _____

A. GPOEC and MCC LOGOS.

Metropolitan Community College owns and controls the use of all logos associated with MCC and MCC Workforce and Economic Development. Use of these marks is prohibited without review of the final presentation and written “grant of use” by MCC. The use of OSHA logos has been granted to MCC and such use can be shared with the Host Training Organization with review of the final presentation and written “grant of use” by MCC.

It is expected that Host Training Organization, in contributing to the success of this Agreement, will promote the logos of the GPOEC. Therefore, GPOEC and Host Training Organization jointly agree to coordinate and develop signage representing GPOEC and Host Training Organization to be displayed at the entrance to classrooms and prominently inside classrooms during all training conducted under this agreement. During GPOEC training, no other organization will be displayed or promoted that will interfere with the branding of GPOEC training being conducted or this Agreement between GPOEC and Host Training Organization.

Dissemination of promotional materials (including electronic and print media) for courses conducted at Host Training Organization locations must prominently feature the name of GPOEC and must include verbiage clearly stating the term “Host Training Organization” and avoid using OSHA-approved, satellite training center, affiliate, consortium member/partner, and/or other misleading terms.

B. TERRITORY.

MCC is allowed to offer open-enrollment OSHA Department of Training and Education (DTE) courses in the OSHA Region VII service area (Iowa, Kansas, Missouri, and Nebraska). MCC may offer OSHA contract courses in any other state in the United States outside of Region VII to a specific organization and its’ members or employees. Host Training Organizations will adhere to these requirements. MCC will not grant exclusive territories to any Host Training Organization. As required by the U.S. DOL, OSHA Department of Training & Education, Host Training Organizations may not contract directly with any client for training outside of Region VII.

C. MCC Responsibilities.

MCC shall provide the following:

1. Administrative Support: Provide administrative support for class records such as; attendance sheets, certificates of completion, course evaluations, and any necessary OSHA Training Institute documentation.
 - Course documentation will be provided to *Host Training Organization* as agreed upon. This can be either a hard copy or a computer template.
2. Provide OSHA Trainer cards and certificates of completion to participants for the Train the Trainer and Update courses.
 - OSHA 500, 501, 502, and 503 courses
3. Provide OSHA certificates of completion for participants in all other GPOEC courses.
4. Provide OSHA 10 and 30 Hour Outreach cards for students completing the OSHA 10 and 30 Hour Outreach Construction or General Industry courses.
5. Marketing: Advertise for *Host Training Organization* courses through marketing avenues such as: Great Plains OSHA Education Center, MCC website, course catalogs, and conferences/conventions.

6. Reporting/Recordkeeping: MCC will provide accurate and timely training activity data from *Host Training Organization* to the OSHA Directorate of Training and Education on a regular basis as determined by OSHA.
 - Originals of GPOEC Course Evaluations completed by students in *Host Training Organization* classes will be sent by GPOEC to the OSHA Directorate of Training and Education when requested by DTE. GPOEC will retain copies of all required OSHA forms.
7. Monitoring and Evaluation: MCC will monitor the performance of the *Host Training Organization* under this Agreement. Monitoring and evaluation will include: review of reports submitted to MCC, review of instruction staff qualifications, attendance records, and evaluation of instructors during course presentations.
8. Instructors: MCC shall provide qualified instructors upon request by *Host Training Organization* or in the case of first time presentation of a course. The instructor shall be paid out of revenues from student tuition, to include all travel/lodging expenses.

D. Host Training Organization Responsibilities.

Host Training Organization shall provide the following:

1. Maintain status as a Non-Profit organization with physical locations within Region VII.
2. Recruit and/or provide qualified instructors to deliver OSHA-approved coursework and materials. All instructors must be approved by MCC prior to teaching.
 - a. Maintain copies of resumes, certifications, and GPOEC certificates/trainer cards for all qualified instructors.
 - b. All instructors must meet qualifications set by the OSHA Directorate of Training and Education.
 - c. MCC will waive tuition for *Host Training Organization* qualified instructors needing to take specific courses at MCC to become qualified or renew their qualifications as GPOEC instructor.
 - d. *Host Training Organization* will cover the cost of hotel and per diem expenses in these instances.
3. Provide a training schedule to MCC on a quarterly basis or one month prior to the class scheduled date.
4. Provide a classroom, and necessary media equipment (LCD, PC, Screen, Whiteboard, etc.). Refreshments shall be provided at the discretion of *Host Training Organization*.
5. Provide marketing and sales support. *Host Training Organization* will work in coordination with MCC to insure consistent promotion of the GPOEC. Dissemination of promotional materials including electronic and print media for courses conducted at Host Training Organization Locations must prominently feature the MCC – Great Plains OSHA Education Center name and must include verbiage clearly stating the term “Host Training Organization”, and avoid using other terms such as OSHA-approved, certified, satellite training center, consortium member/partner, etc.
6. Complete and return necessary classroom paperwork provided by MCC:
 - a. OSHA requires timely documentation of training courses. Completed class packets and reports must be returned immediately (within seven (7) business days) after course completion.
 - b. Retain copies of all student registration records, student sign-in sheets for each course, and student evaluations. Records shall be maintained for five (5) years plus present year.
7. Support GPOEC Outreach Trainer monitoring activity as requested and schedules permit.

E. REVENUE SHARING

1. MCC will receive a per student fee for each GPOEC course hosted by *Host Training Organization*. Per student rate is determined by class length and are as follows:
 - a. (4) day courses = \$120.00 per student
 - b. (3) day courses = \$100.00 per student
 - c. (2.5) day courses = \$75.00 per student
 - d. (1.5) day courses = \$54.00 per student
 - e. (1) day courses = \$36.00 per student
 - f. (.5) day courses = \$21.00 per student
 - g. The following OSHA courses will include an \$8 per student charge for OSHA Trainer Cards: 500, 501, 502, 503
2. Standard fees listed above remain until the HTO exceeds \$25,000 in invoices from MCC. Once the HTO has exceeded \$25,000, each per-student base fee will be reduced by 20%.
3. Contract GPOEC Classes – GPOEC courses may be sold to a single organization for a fixed fee. Such courses are referred to as “contract courses”. Contract courses may be priced at the discretion of *Host Training Organization*. MCC shall receive (10%) of gross revenues for each contract course presented.

F. MARKETING

1. It is expected that *Host Training Organization* will provide at least three, if not all, of the following marketing efforts to increase enrollment in Great Plains OSHA Education Center open enrollment GPOEC courses:
 - a. Direct mail marketing
 - b. Email marketing
 - c. Telemarketing
 - d. Newsletter articles
 - e. Newsletter course listing
 - f. Press releases
 - g. Participation and promotion at trade shows or similar events

G. GUEST PROVISIONS

MCC extends free training to OSHA personnel limited to two seats per open enrollment class based on availability. *Host Training Organization* will be expected to support this policy.



■
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■
 Cherokee Campus
 & Conference Center
 Denison Campus
 Le Mars Center
 Mapleton Center
 Sioux City Campus

TO: WITCC Board of Directors

FROM: Mark Munger, KWIT-KOJI General Manager

DATE: June 2, 2022

SUBJECT: KWIT-KOJI FY22 Report

KWIT-KOJI completed its FY 2022 on-air, fall fund drive on April 29, raising \$63,038.00, and bringing our total fundraising this year to \$150,591.20. In addition to listener support, we have received \$65,900.00 in non-federal grants for an oral history project designed to document Siouxlanders' experiences of the pandemic.

For the past five years, we have primarily focused our efforts on gathering local news and creating services that better inform our audience. This year, for the third year in a row, the Iowa Broadcast News Association has given us the top honor for Overall Excellence, as well as recognizing our work in eight other categories. The Midwest Broadcast Journalism Association awarded us in ten categories, and the Public Media Journalist Association has recognized us in two categories.

Looking forward, the station plans to make significant changes to programming based upon audience research performed over the past year. We will increase news and information services while working to improve our music service on our second channel. And, based upon the success of our *News for All* initiative, we are pursuing program development in languages other than English to better serve the diverse people of Siouxland.

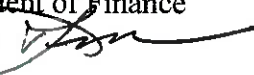
Within WITCC, we continue to work closely with our colleagues to help give students opportunities and shed more light on our excellent departments. Mike Brown, Student Activities and Alumni Coordinator, continues to produce *Moonwalk Radio*, a hip-hop focused program that targets WITCC students and promotes the College's events and opportunities. We have also begun producing *AWE*, a podcast about mental well-being primarily focused upon student experience, with WITCC's LaShawna Moyle and Josh Van Zweden.

Siouxland Public Media continues to pursue the mission of Western Iowa Tech, providing quality, educational programming and stimulating the economy by cultivating culture and providing access to needed information to as many as possible in Siouxland, no matter the language, background, or economic position.



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Cherokee Campus
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Mapleton Center
Sioux City Campus

DATE: June 2, 2022
TO: Dr. Terry A. Murrell, President
FROM: Troy A. Jasman, Vice President of Finance
and Administrative Services 

RE: 2021 PARTIAL ROOF REPLACEMENT – APPLIED
TECHNOLOGY BUILDING PROJECT CLOSEOUT-
BOONE BROTHERS ROOFING

Background Information

This project has come to a close for Boone Brothers Roofing for the reroofing project of the Applied Technology Building located on the Sioux City, Iowa campus of Western Iowa Tech Community College. Boone Brothers Roofing has met all the criteria as required by Inspec, Inc., the College engineers for this project.

The administrative Recommendation

It is the Administrative Recommendation that the College accepts the Applied Technology Building Reroof Project and approves the release of the retainage amount of \$61,345.25 payable in 30 days.



INSPEC

Smart engineering of

roofs, walls, windows,

pavements

and waterproofing

June 7, 2022

Kyle Hueser
Western Iowa Tech Community College
4647 Stone Avenue
Sioux City, IA 55102

Re: 2021 Roof Replacement at Applied Technology Building - Close Out Documents

Dear Mr. Hueser:

The required close out documents for this Project are attached for your files, including Payment Application 8.

The close outs are complete.

This Project is considered complete and the final pay application for retainage can be released.

Feel free to call if you have any questions.

Sincerely,

Gerald Peterson, Senior Observer

djb

5801 Duluth Street
Minneapolis, MN 55422
Ph 763-546-3434
Fax 763-546-8609

Chicago

Milwaukee

Minneapolis

www.inspec.com

PAYMENT APPLICATION

INVOICE # 2120052108

Page 1

<p>TO: Western IA Tech Community College 4647 Stone Avenue Sioux City, IA 51101 Attn: Kyle Hueser</p> <p>FROM: Boone Brothers Roofing 1432 Leach Avenue Sioux City IA 51101</p> <p>FOR: WIT Bldg D Applied Technology</p>	<p>PROJECT NAME AND LOCATION: WITTC Applied Technology Bldg WIT Bldg D Applied Technology 4647 Stone Avenue Sioux City, IA 51101</p> <p>ARCHITECT: Inspec, Inc. 5801 Duluth Street Golden Valley, MN 55422</p>	<p>APPLICATION # 8 Final PERIOD THRU: 03/22/2022 PROJECT #s: 215134</p> <p>DATE OF CONTRACT: 04/02/2021</p> <p>Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/></p>
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,172,525.00
2. SUM OF ALL CHANGE ORDERS	\$54,380.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,226,905.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,226,905.00
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,226,905.00
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,165,559.75
8. PAYMENT DUE	\$61,345.25
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$54,380.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$54,380.00	\$0.00
NET CHANGES	\$54,380.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Boone Brothers Roofing
By: Rodney Hughes Date: 03/22/2022

State of: NEBRASKA
County of: DOUGLAS

Subscribed and sworn to before me this 22 day of MARCH 2022



Notary Public: Gail L. Allbery
My Commission Expires: NOV 21, 2022

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: \$ 61,345.25
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Bruce Bungert
By: Bruce Bungert Date: 3/23/2022

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: WITTC Applied Technology Bldg
 WIT Bldg D Applied Technology

APPLICATION #: 8 Final
 DATE OF APPLICATION: 03/22/2022
 PERIOD THRU: 03/22/2022
 PROJECT #: 215134

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H % COMP. (G / C)	I BALANCE TO COMPLETION (C-G)	J RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	Roofing Materials	\$458,470.79	\$458,470.79	\$0.00	\$0.00	\$458,470.79	100%	\$0.00	\$0.00
2	Sheet Metal Materials	\$2,617.76	\$2,617.76	\$0.00	\$0.00	\$2,617.76	100%	\$0.00	\$0.00
3	Roofing Labor	\$428,348.30	\$428,348.30	\$0.00	\$0.00	\$428,348.30	100%	\$0.00	\$0.00
4	Sheet Metal Labor	\$8,486.06	\$8,486.06	\$0.00	\$0.00	\$8,486.06	100%	\$0.00	\$0.00
5	Subcontractor	\$192,058.41	\$192,058.41	\$0.00	\$0.00	\$192,058.41	100%	\$0.00	\$0.00
6	General Conditions	\$82,543.68	\$82,543.68	\$0.00	\$0.00	\$82,543.68	100%	\$0.00	\$0.00
7	CO1 - Remove & patch roof hatch	\$7,230.00	\$7,230.00	\$0.00	\$0.00	\$7,230.00	100%	\$0.00	\$0.00
8	CO2 - Completion date extended	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
9	CO3 - Fill deck openings A1 & A2	\$34,475.00	\$34,475.00	\$0.00	\$0.00	\$34,475.00	100%	\$0.00	\$0.00
10	CO4 - Fill deck area A3	\$12,675.00	\$12,675.00	\$0.00	\$0.00	\$12,675.00	100%	\$0.00	\$0.00
TOTALS		\$1,228,905.00	\$1,228,905.00	\$0.00	\$0.00	\$1,228,905.00	100%	\$0.00	\$0.00

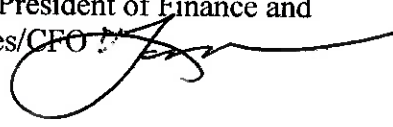
CONTINUATION PAGE



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Cherokee Campus
& Conference Center
Denison Campus
Le Mars Center
Mapleton Center
Sioux City Campus

TO: Dr. Terry A. Murrell, President

FROM: Troy A. Jasman, Vice President of Finance and
Administrative Services/CFO 

DATE: June 7, 2022

RE: **SUN RIDGE COURT SIDING IMPROVEMENT PROJECT**

The Sun Ridge Court Dormitory siding is deteriorating. The apartment style dorms were building in 1982. The College did a pilot project this spring to determine how best to combat the siding issue. The College sought pricing from various vendors and received three quotes. The pricing for the siding, windows, soffit, fascia, gutters and window wrap were \$64,800.00, \$59,750.00 and \$35,000.00 per building. The College chose to go with the low bid as a pilot. The College is very satisfied with the pilot project and would like to continue with the upgrades to the Sun Ridge Court Dormitory. The desire is to complete two additional building yet this summer before the fall semester begins. Students have noted how much they like the improvements and how this renovation has made these dorms the more desirable dorms. The College would also like to replace doors in the buildings as the siding is replaced. The cost to renovate the dormitory currently being used as a daycare is \$36,500.00 and building B would be \$33,600.00 for siding and \$10,600.00 for the doors to be replaced.


Recommendation

It is the administrative recommendation, that the College utilize Mullin Awning & Siding, of Sioux City, Iowa to replace the siding, soffit, fascia, gutters, windows and doors on two buildings for a cost of \$80,700.00 excluding any unforeseen condition issues. This project will be funded from existing College resources.



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Sioux City Campus

DATE: June 8, 2022
TO: Dr. Terry A. Murrell, President
FROM: Troy A. Jasman, Vice President of Finance
and Administrative Services 
RE: **BELLEVUE UNIVERSITY MEMORANDUM OF UNDERSTANDING**

Attached is the Memorandum of Understanding between Bellevue University and Western Iowa Tech Community College for enhancing student's access to upper division undergraduate programs and office space at the Sioux City campus. The College has had a longstanding relationship with Bellevue University and believes that this agreement serves the community well. This agreement extends the office space to June 30, 2027 with an annual rental rate of \$12,000.00.

Recommendation:

It is the administrative recommendation that the Memorandum of Understanding with Bellevue University be approved.

**Memorandum of
Understanding Between
Bellevue University
And
Western Iowa Tech
Community College**

Bellevue University and Western Iowa Tech Community College hereby establish a Memorandum of Understanding ("MOU") to facilitate the terms of an educational partnership between the two institutions.

SECTION 1 - PURPOSE

1. This memorandum between Western Iowa Tech Community College located at 4647 Stone Avenue, Sioux City, IA 51106 and Bellevue University located at 1000 Galvin Road South, Bellevue, NE 68005, is for the purpose of allowing local students to gain enhanced access to upper division undergraduate programs.
2. This memorandum defines the nature of the relationship and responsibilities between Bellevue University and Western Iowa Tech Community College. The parties mutually understand that this agreement is intended to represent a good faith effort to accommodate the partnership and carry out the parameters defined below. Included by reference into this memorandum are any Exhibits that detail particular requirements or obligations.
3. This agreement shall be always carried out by both parties in compliance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

SECTION 2 - TRANSFER QUALIFICATIONS

1. Bellevue University prefers that transfer students obtain an Associate's degree, or approximately 60 credit hours prior to transfer. All applicants not meeting these standards will be referred to for additional coursework whenever possible. Both institutions will work together to mutually support the needs of their students, and the needs of their respective partner institutions.
2. Students transferring with an Associate's degree will receive credit for all coursework in their degree program and will enter Bellevue University with junior status. This is applicable for both the traditional Bachelor's degree program and the accelerated Bachelor's degree completion program.
3. All transfer students may submit unofficial transcripts to Bellevue University for initial evaluation and to be provided information on remaining requirements for degree completion. Official transcripts are required prior to admittance.
4. Transfer students must complete a minimum of 30 hours in residence with Bellevue University. On-line courses satisfy residence requirements.
5. Transfer students must meet all catalog requirements for their degree program.

SECTION 3 - OBLIGATIONS OF PARTNER INSTITUTION

1. Bellevue University Relationship Manager will be allowed access to various contacts at Western Iowa Tech Community College to schedule classroom and other presentation opportunities and for general recruitment purposes. Western Iowa Tech Community College to provide guidance on the appropriate process and protocol to follow in requesting faculty appointments and classroom presentations. Those contacts will include, but are not limited to faculty, program directors, advisors, managers and other school personnel.
2. Western Iowa Tech Community College agrees to install directional signage as logical and appropriate to increase awareness of the Bellevue University office. Signage will also be placed at the door or entrance to Bellevue University office area.
3. Western Iowa Tech Community College agrees to provide Bellevue University students and Bellevue staff residing in the local area access to library services and computers in the Western Iowa Tech Community College library.
4. In the event of any agreed upon shared marketing effort, Western Iowa Tech Community College will provide updated logos for the production of co-branded promotional material. Western Iowa Tech Community College reserves the right to review in advance any information including, but not limited to, websites, co-branded web portals, and in-print marketing publications.
5. In order to comply with The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, Bellevue University is required to report statistics for any crimes that occur on your campus in areas that are under our control for educational purposes. Crime statistics for those areas under our control and during our times of control will need to be provided to Bellevue University on or before May 1st of any given year that this agreement is in effect. These statistics need to be from the previous calendar year. (For example, on or before May 1, 2014, the crime statistics for 2013 will need to be provided to BU.) Statistics can be sent to the Director of Campus Security at: Bellevue University, 1000 Galvin Road South, Bellevue, NE 68005.
6. Student Information: Upon request, Western Iowa Tech Community College will provide an annual report of associate degree graduates from the previous academic year which may include but not limited to students' name and email addresses.

SECTION 4 – OBLIGATIONS OF BELLEVUE UNIVERSITY

1. Bellevue University will provide a Bellevue University Relationship Manager to be housed on the Western Iowa Tech Community College main campus in order to facilitate student enrollment, relationship management with the partner institution, support grant initiatives and community outreach activities.
2. Local student inquiries in which the student is in need of an associate's degree or equivalent lower-division credits will be referred to the Western Iowa Tech Community College admissions department for additional coursework completion.
3. An annual meeting will be coordinated by Bellevue University with a representative from Western Iowa Tech Community College for the purpose of reviewing all aspects of the

partnership.

4. Bellevue University will maintain all transcript records for Bellevue University coursework, as well as handle the processing and administration of all Bellevue University student transactions.
5. Bellevue University will work closely with Western Iowa Tech Community College to coordinate a press release and press conference to announce the transfer agreement and enhance awareness of the opportunity for students.
6. On condition of receipt of data from Western Iowa Tech Community College, Bellevue University agrees to a reciprocal obligation of providing transfer information on admissions and enrollment, academic performance, and graduation of two-year students. All data shall be provided in disaggregate form and in compliance with federal, state, and local laws relevant to the monitoring and execution of this agreement.
7. Students and graduates of Western Iowa Tech Community College are eligible to participate in the Statewide Tuition Program.
8. Bellevue University will be responsible for hiring, training, and evaluating the performance of all Bellevue University employees located at the Western Iowa Tech Community College location. In the event of a complaint or concern related to a Bellevue University employee, please contact the Director of Enrollment Initiatives and Marketing at (402) 557-7861.

SECTION 5 – ACCREDITATION

- I. Bellevue University and Western Iowa Tech Community College will ensure that they maintain accreditation with the appropriate regional accrediting body and ensure that all operations will be in keeping with accreditation requirements of the two institutions.

This MOU shall be effective upon executive signatures below and any necessary state approvals that may be required and shall continue in force and effect until either party requests amendment or termination of said MOU. Amendment shall occur at the mutual agreement of both parties. Termination shall occur upon written notice by either party to the other submitted ninety (90) days prior to the termination date.

Bellevue University programs in progress at the time of termination shall be permitted to run to completion for the sake of the student participants.

James Nekuda, Vice President
Bellevue University
Date _____

Russell C. Wray, Board President
Western Iowa Tech Community College
Date _____

EXHIBIT A

OFFICE SPACE REQUIREMENTS

In addition to the provisions of the memorandum, the following are incorporated by reference:

1. Bellevue University agrees to pay \$12,000 to Western Iowa Tech Community College annually for the use of office space as negotiated with the partner institution. This amount is intended to cover utility and administrative expenses related to the partnership. The \$12,000 will be paid within 30 days of the initial office opening date and on the anniversary of the opening date each year, upon receipt of invoice provided by Western Iowa Tech Community College.
2. Western Iowa Tech Community College agrees to provide dedicated office space and internet service for a full-time Bellevue University Relationship Manager. Due to FERPA requirements, the work environment provided needs to be within an office that can be locked and student records are not in easy access to bystanders. Additionally, space needs to be available for the Relationship Manager to have private conversations with students. The space shall be used for post-secondary educational purposes only. Along with office space, a desk and chair will be included. Office to be in move-in condition. Western Iowa Tech Community College to provide IT support as reasonably needed. Bellevue University will provide all hardware (computers and printers) and troubleshooting for such equipment through their own IT Department. Bellevue University shall furnish at its expense telephone services at said premises and pay for its use.
3. Bellevue University and Western Iowa Tech Community College agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the parties waive all rights of recovery against each other. Bellevue University shall obtain commercial general liability insurance in the amounts of \$500,000.00 each occurrence and \$1,000,000.00 annual aggregate per location. Such policy shall include liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include Western Iowa Tech Community College as an additional insured. Prior to the time the lease takes effect, Bellevue University will provide Western Iowa Tech Community College with a certificate of insurance with these property and liability insurance requirements, such certificate shall include 30 days advance notice of cancellation to Western Iowa Tech Community College. A renewal certificate shall be provided prior to expiration of the current policies. Bellevue University will not do or omit doing any act which would invalidate any insurance or increase the rate in force on the premises. Bellevue University further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rate on said premises and on the building of which said premises are a part, due to increased risks or hazards resulting from Bellevue University's use of the premises otherwise than as herein contemplated and agreed. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured, and subrogation is waived under the owner's policy. Except for negligence of Western Iowa Tech Community College, Bellevue University will protect, defend and indemnify Western Iowa Tech Community College from and against all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence, causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Bellevue University or any person claiming through or under Bellevue University.
4. Western Iowa Tech Community College agrees to provide access to campus wide alerts as related to security and weather.
5. This agreement shall commence on the 1st day of July, 2022, and end on the 30th day of June, 2027, unless sooner terminated as provided hereinafter or extended as agreed by both parties.
6. This agreement shall be construed and be enforceable in accordance with the laws of the State of Iowa.



May 16, 2022

TO: Dr. Terry Murrell, President
From: Brenda Wright, Board Secretary
RE: Board Policy Revisions – 2nd Reading

The following Board Policy revision is being presented to the WITCC Board of Directors for a second reading as follows:

101 – Brief History of Western Iowa Tech (Merged Area XII)
206.1 – Nondiscrimination Policy

The Brief History policy has been updated to state that WITCC is accredited by The Higher Learning Commission.

The Nondiscrimination Policy has been updated to reflect the Equity and Title IX designations previously approved the Board.

It is the administrative recommendation to approve these board policy changes.

B O A R D P O L I C Y

WESTERN IOWA TECH COMMUNITY COLLEGE

	Series Number: 101
Title	Brief History of Western Iowa Tech (Merged Area XII)

Western Iowa Tech Community College was organized in August 1966 when the Iowa State Board of Public Instruction accepted a plan submitted by the counties of Ida, Monona, Plymouth, and Woodbury to merge for the creation of an Area Vocational-Technical School. A special school election was held on November 3, 1966, to determine the members of the Board of Directors. The Board selected Dr. Robert H. Kiser as the Chief Administrator and named the school Western Iowa Tech. In 1991 Dr. Kiser retired from the presidency after 25 years of service. Dr. Robert E. Dunker was selected by the Board of Directors as the second president to lead the College. Dr. Dunker is an alumnus of WITCC, graduating with the very first class on June 1, 1967.

Classes began on January 27, 1967, when the College assumed operation of three vocational-technical programs from the Sioux City Community Schools. When the next school year began on August 28, 1967, seventeen full-time programs were in operation. At the same time, all of the adult basic, high school completion, high school equivalency certificate, and occupationally oriented adult education programs were under the College's direction.

Western Iowa Tech's boundaries were expanded on July 1, 1969, with the inclusion of Crawford County, and again in April 1971, when the community school districts of Willow, Aurelia, and Cherokee were added.

In 1973 the College received approval to offer liberal arts courses in Denison and was thus designated a community college. At that time the College changed its name from Western Iowa Tech to Western Iowa Tech Community College. In 1987 the College received permission to offer a two-year associate of arts degree at the Sioux City campus and throughout Merged Area XII. Thus the college became a comprehensive community college. From 1990 through 1997, fall enrollment in credit classes grew 110% from 1,687 to 3,539.

Construction of facilities at the main campus began in 1969 with the Trades and Industries Building and has continued as the needs of the College and its constituents required. A major addition was completed in 1994 to form the Dr. Robert H. Kiser Building. The Denison campus, begun in 1989 and fully completed in 1993, was a significant addition to the College's outreach. Land was donated by the City of Denison, and the majority of construction was accomplished by students in the College's building trades programs. Construction of the Cherokee Campus and Conference Center was completed in 1996. This facility was made possible through a partnership between the College and the people of the Cherokee region.

The College is a member of and is accredited by the ~~North Central Association of Colleges and Schools~~. [Higher Learning Commission \(HLC\)](#).

Date of Adoption	1/8/96		Legal Reference: (Code of Iowa)
Date of Last Revision	1/12/98		
Date of Current Revision			
Related Administrative Procedures and Cross References			

B O A R D P O L I C Y

WESTERN IOWA TECH COMMUNITY COLLEGE

	Series Number: 206.1
Title	All Personnel
	Nondiscrimination Policy

Western Iowa Tech Community College's official Non-Discrimination Policy will be as follows;

Nondiscrimination Statement

It is the policy of Western Iowa Tech Community College not to discriminate on the basis of race, creed, color, sex, national origin, religion, age, disability, sexual orientation, gender identity, socioeconomic status, actual or potential parent, family or marital status, or other characteristic protected by law in its programs, activities, or employment practices as required by state and federal civil rights regulation.

If you have questions or complaints, please reference Board Policies at www.witcc.edu/board or call (712) 274-6400 ext. 1406 and/or email Jackie.plendl@witcc.edu (employees) or call (712) 274-6400 ext. ~~1488~~ 1491 and/or email ~~Juline.albert@witcc.edu~~ Tawyna.Beermann@witcc.edu (students) or the Director of the Office for Civil Rights, U.S. Department of Education, John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604-7204, phone number (312) 730-1560, fax (312) 730-1576, TDD 800-877-8339; email: OCR.Chicago@ed.gov.

Abbreviated Equity Statement:

It is the policy of Western Iowa Tech Community College not to discriminate on the basis of race, creed, color, sex, national origin, religion, age, disability, sexual orientation, gender identity, socioeconomic status, actual or potential parent, family or marital status, or other characteristic protected by law, in its programs, activities, or employment practices as required by state and federal civil rights regulation. Individuals who feel they have been discriminated against can reference the Western Iowa Tech website, www.witcc.edu, for more information and contacts.

Date of Adoption	11/12/2019	Legal Reference: (Code of Iowa)
Date of Last Revision	8/10/2020 1/11/2022	
Date of Current Revision	1/11/2022 5/2/2022	
Related Administrative Procedures and Cross References	302.1, 303.3, 400.17, 400.19, 400.2, 400.5(h), 502.4, 805.3, 806.1	

To: IACCT Board and Presidents
 CC: Liaisons, Assistants, and IACCT Staff

Presentation: College and Career Transition Counselors (slides and recording will be posted in the member portal).

Reports:

- **Presidents' Report** – The presidents had their retreat May 18-20 and a meeting on June 1. They discuss pursuing more shared services, leadership and professional development, and ongoing strategic priorities. At yesterday's meeting they approved a recommended alcohol policy to the IACCT board and had presentations from UNI, ISU, and PTK.
- **Executive Committee Report** – The committee discussed the proposed alcohol policy from the presidents and recommended approval. The committee also discussed employee evaluations and the summer meeting and conference.
 - **Action:** Unanimous approval of the proposed organizational policy on serving alcohol at events.
- **Executive Director's Report** – Please see the written report for details. Registration ends June 15th for the July [Community Colleges for Iowa Conference!](#)
- **Equity and Inclusion Report** – The Alliance for Equity and Inclusion released preliminary strategic priorities. A handout was included in the folder.
- **Department of Education Report** – Paula Nissen presented on two new websites with community college data and information:
 - [Iowa Student Outcomes](#)
 - Upcoming [Postsecondary Employment Outcomes - Draft site](#)
- **Advocacy Report** – The legislative session ended on May 25th. Iowa's Community Colleges continue to see strong, bipartisan support in both chambers and we were able to achieve many of our priorities. Smith gave a summary:
 - Invest in Community Colleges: Iowa's Community Colleges rely on State General Aid and local property tax funding for core operations and staffing needed to sustain strong programs. We support increasing this critical funding to keep up with rising costs.
 - State General Aid was increased by \$6.5 million. While this was less than we requested or need, it was a higher percentage increase than any other part of Iowa's education system.
 - Programs and Policies to Boost Enrollment: Nationally, Community College enrollment is down. While Iowa's numbers beat national trends, we are still seeing declines that need to be addressed. We support funding and policies to boost enrollment into the future. This includes strategies for supporting high school student exploration in post-secondary education and training options and making education accessible to everyone, in any stage of life.
 - Part-time students were made eligible for the Last Dollar Scholarship, a very important expansion of access to this program for the students who need it most.
 - More flexibility was given in hiring College and Career Transition Counselors. These positions can now be licensed counselors or other qualified professionals to ensure we can expand this successful program statewide.

- Collaboration to meet workforce training needs: Iowa's Community Colleges play a critical role in education, training, and retraining for Iowa's workforce. We support policies that maintain local decision-making so that Community Colleges can continue to support their communities and business partners in meeting their needs. We also support the adequate, ongoing funding of the Iowa Skilled Workforce and Job Creation Fund and New Jobs Training programs.
 - Workforce training funding sources were funded at status quo, including maintaining last year's increase in 260F Job Training funding.
- **Our call to action for you:** Please thank your legislators! We achieved many of our priorities this year and need to show our appreciation. Send them a note or give them a call.

Action/Discussion Items:

- **Financial Oversight Committee** – April financials were shared with no concerns.
- **Insurance Proposal** – Insurance costs are set to increase 1.8%.
 - **Action:** Unanimous approval of the insurance proposal.
- **FY23 Contracts** – For Laurie Wolf and Capitol Consultants.
 - **Action:** Unanimous approval of the contracts.

Committee Reports:

- **ACCT** – A regional Zoom meeting was held in May and registration is now open for the October [Leadership Congress](#).
- **Awards** – Awardees have all been informed and we are preparing for the ceremony at the conference in July.
- **Board Development and Leadership** – Meeting today to discuss plans for the next year.
- **Board Standards and Operations** – The alcohol policy was approved today and the committee is continuing to work on a new employee time off policy.
- **Community College Council** – The council cancelled its meeting for June and tentatively plans to meet at our July conference.
- **Iowa Association of School Boards** – The group is doing strategic planning and legislative priorities. They are also making decisions about future involvement with their national association.
- **FutureTracc** – The committees met in May and Investment will meet again in July to discuss the participant fee structure.
- **Iowans for a Skilled Workforce PAC** – Contribution goals and deadlines have been shared so now is the time to raise funds!

Upcoming Events and Meetings:

- June 29, [Session Reflection Webinar](#)
- July 20-22, Community Colleges for Iowa Conference, Annual Membership Meeting and Board Meeting, WITCC

WITCC in the News

JUNE-22-20

Graduation Ceremonies

Schedule: https://siouxcityjournal.com/news/local/education/graduation-ceremony-dates-and-times-for-siouxland-colleges-universities/article_6a8cdf33-ef34-5038-863b-e274f83782b5.html

Interpreter Program: <https://www.kwit.org/2022-05-13/newscast-05-13-22-thunderstorms-hail-hit-siouxland-last-night-causing-downed-trees-and-power-outa>

<https://www.siouxlandproud.com/news/local-news/siouxland-program-hoping-to-increase-number-of-interpreters-in-the-area/>

<https://www.kwit.org/the-exchange/2022-05-23/the-exchange-05-18-22-bringing-broadband-to-wifi-deserts-the-new-farmers-of-america-prairie-seminar>

Video Game Design: <https://siouxlandnews.com/news/local/where-to-start-to-create-your-own-video-game>

Le Mars Dual Enrollment: <https://www.lemarssentinel.com/story/2949245.html>

Regional Career Academy Grant:

<https://www.siouxlandproud.com/news/local-news/western-iowa-tech-community-college-awarded-1m-grant-for-new-regional-center/?>

<https://educateiowa.gov/article/2022/05/23/gov-reynolds-awards-15-million-career-academy-grants-prepare-more-students-high>

https://world.einnews.com/pr_news/573626253/gov-reynolds-awards-1-5-million-in-career-academy-grants-to-prepare-more-students-for-high-demand-fields

https://www.ottumwacourier.com/news/local_news/ihcc-awarded-500k-through-career-academy-incentive-fund/article_4bd1b6d6-dacd-11ec-9529-0b7009871f0c.html

Robotics & Automation: <https://siouxlandnews.com/news/local/local-college-program-teaching-students-how-to-make-robots-work-for-us>

Brief References–

Strategic Partners: <https://siouxcountyradio.com/news/2022/05/05/bvu-and-hope-haven-make-connections-through-strategic-partnership>

Alumni Stories–

CNA to RN: <https://siouxlandnews.com/news/local/mercyone-employee-transitions-from-cna-to-rn-with-support-from-coworkers>

IVRS WITCC student, Novelist: <https://educateiowa.gov/article/2022/05/24/agency-inspires-novel-idea>

J1: <https://iowacapitaldispatch.com/2022/05/17/human-trafficking-lawsuit-against-iowa-college-survives-legal-challenge/?fbclid=IwAR37qFdhKO7CDLujkCEAAB7F168REg2ZEiZzHsAfoAMRFdGj5BAA3a8acbc>

https://www.southernminn.com/around_the_web/news/human-trafficking-lawsuit-against-iowa-college-survives-legal-challenge/article_8746f422-0a0f-5adc-9810-bfd49ae28953.html

<https://www.kwit.org/spm-news-english/2022-05-18/newscast-05-18-22-covid-cases-and-hospitalizations-up-in-ia-early-voting-begins>

<https://siouxlandnews.com/news/local/federal-judge-05-18-2022>

<https://kscj.com/2022/05/18/chilean-student-lawsuit-moves-forward-vs-w-i-t-businesses/>

https://siouxcityjournal.com/news/local/crime-and-courts/trial-set-in-foreign-students-lawsuit-against-witcc/article_959e7b86-6557-5b5a-995c-b12107d5fb72.html

https://globegazette.com/news/state-and-regional/trial-set-in-foreign-students-trafficking-lawsuit-against-western-iowa-tech/article_03a876e5-b401-5d65-bc38-a1b50ad2eb4c.html
<https://www.siouxlandproud.com/news/local-news/trial-date-set-for-one-exchange-student-human-trafficking-lawsuit-against-witcc/>

Cherokee Chronicle Times, page number Page 3

Date May 6, 2022



BELDINA DJIODJO

**Nursing student
earns WIT award**

Beldina Djiodjo has received the Western Iowa Tech TRIO-Student Support Services Achiever of the Month Award for May.

This award recognizes Western Iowa Tech TRIO students for demonstrating qualities of leadership and citizenship while achieving collegiate academic success. Beldina began the nursing program on the Cherokee WIT campus in fall 2021 and has been noted by her instructor as being a top performer in class.

She always comes prepared and ready to fully participate in the learning experience. Beldina is an active member of the TRIO program on campus and will be graduating with her practical nursing diploma this month with plans to continue on for her associate's degree in nursing at WITCC to become a registered nurse.

Originally from the Republic of Cameroon in West Africa, Beldina brings a unique and valuable perspective to our campus community.

Cherokee Chronicle Times, page number B10

Date 5/20/22

GOOD LUCK AREA GRADUATES

WITCC
Community College

Western Iowa Tech
Community College
Cherokee Campus
200 Victory Drive
712-225-0238
1(800) 352-4649 in Iowa
on the web at
www.witcc.edu

COMETS

Cherokee Chronicle Times, page number 5
Date 6-1-2022

25 Years Ago

WITCC recognizes league students

The faculty and administration of the Cherokee Campus of Western Iowa Tech Community College are recognizing all the students in the Cherokee Area League of Schools who have been in the program for the entire 1996-97 school year taking courses in the same subject.

The students honored made a year-long commitment to take classes in two similar, semester-long courses. They were in anatomy and Physiology I and II, Automotive Technology courses in mechanics and electrical systems and/or in Introduction to Construction Trades I and II.

These students are Karl Stodden, Brad Riley, Matthew Petty, Chris Hibbing, Alan Skaggs, Nick Meye, Jim Reitsma, Andy Busch, Jeremy Jansen, Jason Briese, Jessie Pick, Luke Dobson, Derek Simonsen, Nathan Reusch, Jeremiah Mullins, Tanner Johnson, Doug Ockerman, Sam Shuberg, Luke Galles, Nik Behn, Levi Kinney, Bill Eskildsen, Robert Boneschans, Chad Tjossem, John Guthridge, Adam

Nissen, Brandon Lucasm, Jason Miller, Adam Besaw, Tony Frerk, Tavis Anerson, Reter Steward, Jeff Friedrichsen, Jason Pigott, Kory Steward, Derek Simonsen, Luke Myers, Luke Aduddell, Nick Menke, and Jana Slota.