



WESTERN IOWA TECH COMMUNITY COLLEGE BOARD MEETING

Date: June 12, 2023

Time: 4:00 pm

Location: NCC Campus –Sheldon, 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 | Micah Lang | 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 | Revathi Vongsiprasom, Associate Dean of Inclusion

Presenters:

Jason Palsma | Registrar

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 – Homebuilder’s Association in addendum JUN-23-1, page 1	
B. Thank you – Sacred Heart School in addendum JUN-23-2, page 2	
C. Thank you – Lawton-Bronson After Prom in addendum JUN-23-3, page 3	
V. Consent Items	
A. The minutes of the regular Board of Directors meeting held May 8, 2023	

Item	Presenter
B. The Financial Report for May 2023 in addendum JUN-23-4, pages 4-10	
C. A list of General Fund bills in addendum JUN-23-5, pages 11-37. Additional bills may be presented at the Board Meeting.	
D. The Personnel Report Regular Appointments in addendum JUN-23-6a, pages 38-39. The Community and Continuing Education instructor list in addendum JUN-23-6b, page 40. Additional Personnel Report may be presented at the meeting.	
E. Application and Certificate for Payment #5 in the amount of \$43,415.00 to L&L Builders Co. for Bookstore Relocation Project in addendum JUN-23-7, pages 41-42	
F. Application and Certificate for Payment #5 in the amount of \$80,750.00 to Guarantee Roofing & Siding Co. for 2022 Gaylord Smith Reroofing Project in addendum JUN-23-8, pages 43-44	
G. Terry Murrell Traveling to AFIT Summer Institute, July 12-15, 2023, Denver, CO	
H. May 2023 Graduation List Addendum in addendum JUN 23 9, page 45	
<i>Motion needed for Consent Items</i>	
VI. Administrative Reports	
A. Graduation Report for Spring 2023 in addendum JUN-23-10, pages 46-47	Tawnya Beermann Jason Palsma
B. Summer Semester Credit Enrollment Report will be carried in to the Board Meeting	Tawnya Beermann Christina Brandon
C. Project Home Agreement in addendum JUN-23-11, pages 48-54	Darin Moeller
D. WITCC Small Business Development Center Subcontract Agreement with Iowa State University of Science and Technology in addendum JUN-23-12, pages 55-128	Darin Moeller
E. Change Order #1 - Bookstore Relocation Project in addendum JUN-23-13, pages 129-130	Troy Jasman
F. Change Order #1 – Chiller and Pump Replacement Project in addendum JUN-23-14, pages 131-132	Troy Jasman
G. Substantial Completion – Bookstore Relocation Project in addendum JUN-23-15, pages 133-134	Troy Jasman
H. Center for Inclusive Excellence Project in addendum JUN-23-16, pages 135-138	Troy Jasman
I. Rocklin Stage Project in addendum JUN-23-17, pages 139-142	Troy Jasman
J. 28E Agreement with ICCOC in addendum JUN-23-18, pages 143-150	Terry Murrell
K. Community Colleges for Iowa Report	Derrick Franck Tricia Sutherland
L. President Report 1. FY23 Budget 2. State Accreditation 3. CC for Iowa Conference Registration 4. WITCC In the News in addendum JUNE-23-19, pages 151-153 5. Other	Terry Murrell
VII. Unfinished Business	

Item	Presenter
A. Individual Board Member comments	
B. August 1, 2023 – New Logo Launch – Ribbon Cutting for new Bookstore	
C. June 12-30, 2023 – Verizon Camp	
D. July 10, 2023 – July Board Meeting – Sioux City WITCC Campus – starting at 4:00 pm	
E. The Community Colleges for Iowa Annual Conference will be held on Kirkwood campus, July 19-20, 2023.	
F. August 14, 2023 – August Board Meeting – Sioux City WITCC Campus – starting at 4:00 pm	
G. Fall 2023 semester starts face-to-face courses on August 23; online classes start August 21, 2023	

For more information about Student Activities on Campus, check out the Campus Calendar [here](#)

VIII. Adjournment

Motion Needed

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

Carmen,

JUN 23 1

Thank you for the
WITCC Hydra Flask
water bottle for
our Scholarship
Fund Raiser. We
are always working
to help students
going into the construction
industry.

Thank you,
Home Builders Assoc.
of Greater Siouxland

JUN 23 2

Thank you

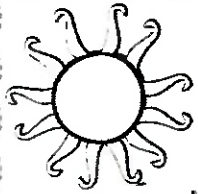
FOR MY CATHOLIC EDUCATION

Dear Health Services,

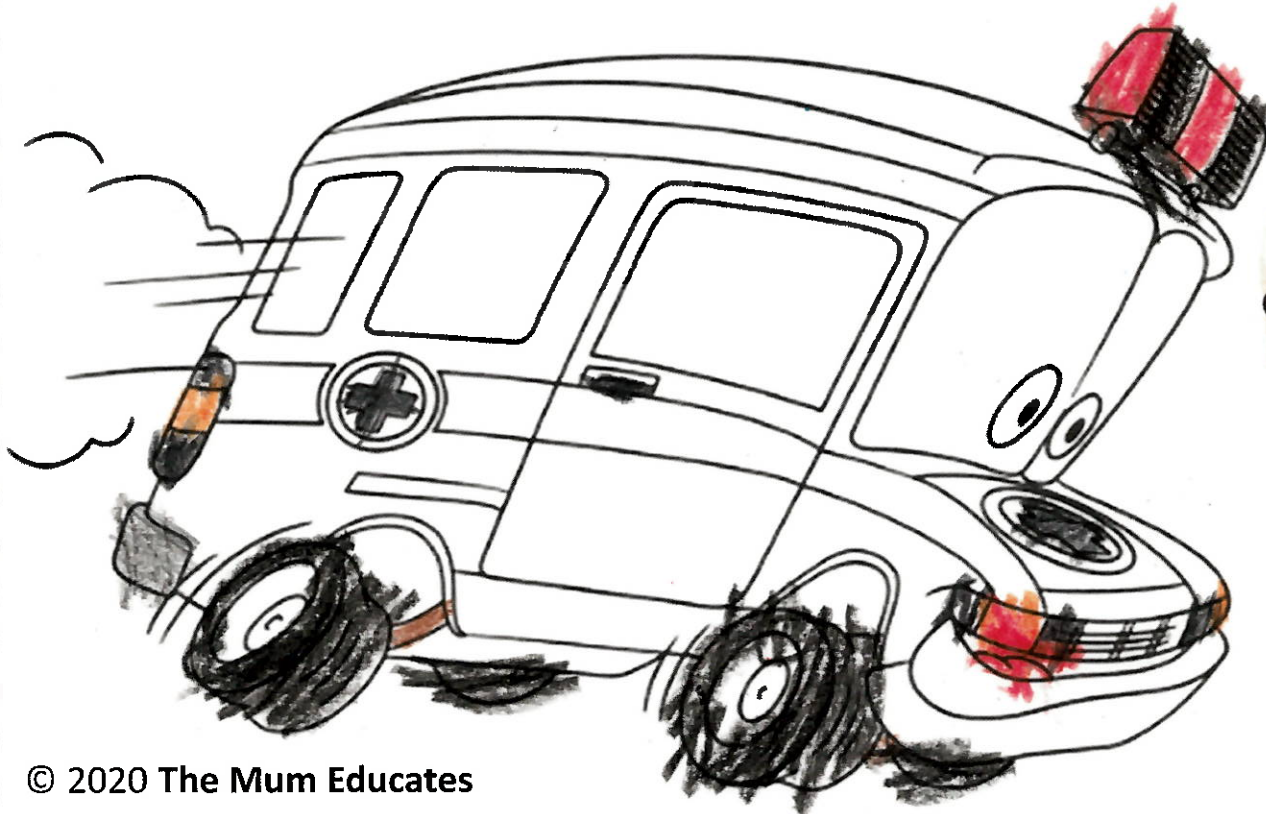
Thank you for participating in Sacred Heart's first-ever career day. We appreciate your willingness to take time out of your busy day to share your expertise with our students.

Kind Regards,
Michelle Ware





THANK YOU



© 2020 The Mum Educates

Thank You!

Thank you for visiting
our school today!
You are awesome!



From: MariSSa

Grade: K



Thank WHOo? Thank you!



MILES

JUN 23 3



Thank you for supporting Lawton-Bronson After-Prom. Because of your generosity, we were able to provide an amazing after-prom party for the students attending. It would not have been possible without your donation! We appreciate your kindness.



WESTERN IOWA TECH COMMUNITY COLLEGE BOARD MEETING

Date: May 8, 2023

Time: 4:00 pm

Location: 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 | Bill Anderson | Jeremy Ogle | Al Aymar | Derrick Franck

Absent: Blanca Martinez | Linnea Fletcher

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 | Revathi Vongsiprasom, Associate Dean of Inclusion

Presenters:

Dr. Erin Volk, Director of Institutional Research and Resource Development | Carmen Wilson, Associate Dean – Corporate College | Karina Pedroza, Title III Project Manager | Lily Castro, Director of Special Programs | Ben Mohning, Four Plus Program Director

Item	
I.	President Russell Wray called the meeting to order at 4:00 pm
II.	Brenda Wright took roll call of directors
III.	No Oral Communications were presented
IV.	No Written Communications were presented
V.	Russell Wray asked for a motion for Consent Items. Derrick Franck made a motion to approve and it was seconded by Jeremy Ogle.

Terry Murrell presented a new board member to be appointed to District I due to a vacancy last month. Jeremy Ogle made a motion to approve and it was seconded by Derrick Franck. All in favor. Motion carried. Brenda gave the Oath of Office to Micah Lang who then took his seat at the board.

Item

Juline Albert, Erin Volk, and Karina Pedroza presented the Grants Update. Erin reviewed the grant report activities for last year. Karina then talked about the new Title III grant and the objectives of the grant.

Tawnya Beerman, Lily Castro, and Ben Mohning reported on the activities of the Project Success program and also presented the 2023-2024 Project Success Contracts. Motioned by Tricia Sutherland to approve the contract and it was seconded by Jeremy Ogle. All in favor and motion was carried.

Troy Jasman presented the After Prom Sponsorships for this year. 19 schools contacted us. We provided each school with a WITCC hoodie.

Troy Jasman also presented a request to purchase a College Video Display System. This will add an indoor video system in the gym. We have current Daktronics equipment that this will work with. Derrick Franck made a motion to approve and it was seconded by Al Aymar. All were in favor and motion was carried.

Mike Logan and Christina Brandon presented the Information Technology Annual Report Mike thanked the board for support while he's worked here at WITCC. Mike and Christina then reviewed some of the different projects completed over the past year. Jeremy Ogle made a motion to approve and it was seconded by Derrick Franck. All were in favor and motion was carried.

Mike Logan and Christina Brandon also submitted a request for a Student Technology Purchase. Al Aymar made a motion to approve and it was seconded by Micah Lang. All were in favor and the motion was carried.

Darin Moeller and Carmen Wilson presented the Resolution Approving Assignment and Assumption Agreement – Velocity Clinical Research. Meridian was acquired by Velocity and they have agreed to take over the agreement. Jeremy Ogle made a motion to approve and it was seconded by Tricia Sutherland. All were in favor and motion was carried.

Darin Moeller and Carmen Wilson also presented the 2023-1 Multiple Industrial Jobs Training Agreement and Resolutions. Darin thanked everyone involved to make this happen. Derrick Franck made a motion to approve and it was seconded by Tricia Sutherland. All were in favor and motion was carried at 4:36 pm.

Jackie Plendl presented the Mobile App Development Faculty Contract. This program was approved to be deactivated. This will now terminate the contract with the faculty. The faculty member was offered to take some additional certification training and he would then be qualified to teach in the computer networking program.

Derrick Franck reported on the Audit and Finance Committee meeting held prior to the board meeting. They reviewed the bills and p-card charges. Jeremy appreciated the review of the bond process.

Derrick Franck also reviewed the minutes from the Community Colleges for Iowa Derrick directed everyone to review the board minutes.

Terry Murrell gave his President's Report

1. Board Recognition Month – Terry recognized the board members. Thanked them for their dedication to the college.
2. FY23 Budget – we look like we are going to meet and balance the budget. We are finalizing the detail budget for next year.
3. Legislative Update – 3.25% (7.2 million new dollars from the state) was an issue with Future Ready Iowa and some changes were made.


Jeremy Ogle made a motion to exit open session and go into closed session for the Collective Bargaining Strategy. Al Aymar seconded the motion. After coming out of closed session, Jeremy made a motion to approve and it was seconded by Tricia Sutherland.

Jeremy Ogle made a motion to adjourn the meeting and Derrick Franck seconded the motion. All were in favor and motion was carried.

Russell Wray, Board President

Brenda Wright, Board Secretary

TO: Dr. Terry A. Murrell, President

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

DATE: June 7, 2023

RE: **MAY 2023 FINANCIAL HIGHLIGHTS**

Executive Summary

General Fund revenues totaled \$1.5 million for the month of May and \$32.8 million year to date. The tuition and fee revenue of approximately \$1.8 million related to the College's summer semester is not reflected in this monthly report consistent with the prior years. At 91% of annual budget, revenues after eleven months are \$174K lower than last year or -0.53%. Year to date revenue, as a percentage of the annual budget, continues to be attributable to the growth in tuition and fee revenue as well as the increase in State General Aid offset by the previous year federal backfill monies due to the pandemic. Again, the federal backfill monies were reflected as Other Income in the General Fund revenue. General Fund expenditures totaled \$3.1 million for the month and are consistent with budget expectations. As a result, the College's financial position exceeds that of the previous year with a slight increase in the fund balance change from the prior year of \$21K. The fund balance change at the end of eleven months of operations is \$1.6 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 \$88K received in May. Plant Fund expenditures increased \$534K for the month mainly related to facility improvement projects as well as minor equipment.

Auxiliary Enterprise operations monthly revenues increased \$139K while expenditures increased \$364K for the month. Overall, the Auxiliary operations show a decrease in the fund balance change from the prior year of \$690K. Again, the prior year dormitory operation reflects loss of revenue income from federal backfill monies. There are no backfill monies to offset loss of revenue for this year.

Cash receipts totaled \$11.3 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, 2023 bond payments. The College's investment portfolio's overall yield at 2.51% was virtually unchanged from the previous month.

Western Iowa Tech Community College
 Unrestricted Fund Income Statement
 For the Eleven Month Period Ending May 31, 2023

	Current Year			Prior Year		
	FY2023 Budget	YTD Actual	% of Budget	FY2022 Budget	YTD Actual	% of Budget
REVENUES						
Student Fees	\$2,945,000	\$2,923,575	99%	\$2,971,000	\$2,744,274	92%
Tuition	14,025,000	12,950,876	92%	13,571,500	12,652,477	93%
Local Support	2,125,000	2,123,583	100%	2,050,000	2,034,049	99%
State Support	12,361,796	11,333,518	92%	11,993,091	11,000,887	92%
Federal Support	268,502	247,703	92%	263,684	352,321	134%
Sales & Services	215,000	233,754	109%	204,500	224,560	110%
Other Income	4,196,399	2,980,409	71%	4,384,625	3,959,094	90%
Total Income	\$36,136,697	\$32,793,418	91%	\$35,438,400	\$32,967,662	93%
EXPENDITURES						
Salaries & Related Costs	\$26,064,952	\$21,688,843	83%	\$25,150,943	\$20,877,732	83%
Services	5,584,375	5,425,373	97%	5,736,110	5,301,383	92%
Materials, Supplies & Travel	2,431,151	2,115,442	87%	2,363,710	2,393,258	101%
Other Current Expenditures	2,049,719	1,985,055	97%	2,181,137	2,808,479	129%
Capital Outlay	6,500	3,219	50%	6,500	32,551	501%
Total Direct Expense	\$36,136,697	\$31,217,932	86%	\$35,438,400	\$31,413,403	89%
Fund Balance Change	\$0	\$1,575,486		\$0	\$1,554,259	

92% of Year

Western Iowa Tech Community College
 Restricted Fund Income Statement
 For the Eleven Month Period Ending May 31, 2023

	Current Year			Prior Year		
	FY2023 Budget	YTD Actual	% of Budget	FY2022 Budget	YTD Actual	% of Budget
REVENUES						
Tuition	\$0	\$0	-	\$0	\$0	-
Local Support	5,437,951	5,379,356	99%	5,195,869	5,152,688	99%
State Support	2,357,776	2,156,078	91%	2,304,532	2,225,071	97%
Federal Support	3,255,646	3,548,487	109%	11,822,375	10,967,444	93%
Other Income	728,959	269,243	37%	578,545	279,062	48%
New Jobs Training Program	3,340,000	3,419,729	102%	3,340,000	3,014,765	90%
Total Income	\$15,120,332	\$14,772,893	98%	\$23,241,321	\$21,639,030	106%
EXPENDITURES						
Salaries & Related Costs	\$3,649,482	\$3,218,034	88%	\$3,440,348	\$3,135,644	91%
Services	4,212,258	4,236,897	101%	4,203,978	3,379,271	80%
Materials, Supplies & Travel	2,074,202	577,518	28%	10,421,045	1,668,948	16%
Other Current Expenditures	0	2,021,017	-	0	7,718,799	-
New Jobs Training Program	4,188,313	677,985	16%	4,167,804	2,146,385	51%
Capital Outlay	1,366,036	405,648	30%	1,561,900	985,238	63%
Total Direct Expense	\$15,490,291	\$11,137,099	72%	\$23,795,075	\$19,034,285	80%
Fund Balance Change	(\$369,959)	\$3,635,794		(\$553,754)	\$2,604,745	

92% of Year

Western Iowa Tech Community College
 Plant Fund Income Statement
 For the Eleven Month Period Ending May 31, 2023

	Current Year			Prior Year		
	FY2023 Budget	YTD Actual	% of Budget	FY2022 Budget	YTD Actual	% of Budget
REVENUES						
Property Taxes	\$2,125,000	\$2,123,583	100%	\$2,050,000	\$2,034,049	99%
Interest Income	30,250	186,714	617%	26,000	30,666	118%
Other Income	2,311,169	2,255,149	98%	2,561,332	3,008,307	117%
Total Income	\$4,466,419	\$4,565,446	102%	\$4,637,332	\$5,073,022	109%
EXPENDITURES						
Equipment	\$1,471,219	\$1,023,475	70%	\$1,594,137	\$1,084,522	68%
Buildings	1,830,250	900,427	49%	3,125,000	388,797	12%
Maintenance, Repairs & Supplies	35,000	23,763	68%	0	46,512	
Structural Improvements	120,000	565,335	471%	100,000	1,230,759	1,231%
Professional Services	583,000	369,470	63%	475,000	385,904	81%
Other Expenses	0	0		0	0	
Interest/Debt Service	676,950	166,583	25%	678,777	189,756	28%
Total Direct Expense	\$4,716,419	\$3,049,053	65%	\$5,972,914	\$3,326,250	56%
Fund Balance Change	(\$250,000)	\$1,516,393		(\$1,335,582)	\$1,746,772	

92% of Year

Note: Interest budget amounts include principal payments of \$495,000 and \$470,000 for FY2023 and FY2022, respectively. Fund balance change for FY2023 reflects use of existing funds of \$250,000, while fund balance change for FY2022 reflects use of existing funds of \$1,335,582.

Western Iowa Tech Community College
 Auxiliary Enterprises
 For the Eleven Months Ending May 31, 2023

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	\$1,502,079	\$1,966,520	\$204,718	\$50	\$47,794	\$3,721,161	\$3,778,524
Miscellaneous	33,571	4,317	0	500,825	422,187	\$960,900	952,330
Total Revenues	<u>\$1,535,650</u>	<u>\$1,970,837</u>	<u>\$204,718</u>	<u>\$500,875</u>	<u>\$469,981</u>	<u>\$4,682,061</u>	<u>\$4,730,854</u>
EXPENDITURES							
Salaries & Related Costs	\$250,595	\$224,554	\$1,371	\$1,022	\$121,182	\$598,724	\$339,494
Service Expenditures	793,651	60,733	0	130,615	61,418	\$1,046,417	861,990
Materials & Supplies	11,959	16,267	26,212	232,868	155,314	\$442,620	170,296
Cost of Goods Sold	0	1,499,020	187,193	0	0	\$1,686,213	1,783,514
Utilities	0	0	0	0	0	\$0	0
Other Current Expenditures	617,889	0	0	25,095	24,134	\$667,118	644,396
Total Expenditures	<u>\$1,674,094</u>	<u>\$1,800,574</u>	<u>\$214,776</u>	<u>\$389,600</u>	<u>\$362,048</u>	<u>\$4,441,092</u>	<u>\$3,799,690</u>
Fund Balance Change	<u>(\$138,444)</u>	<u>\$170,263</u>	<u>(\$10,058)</u>	<u>\$111,275</u>	<u>\$107,933</u>	<u>\$240,969</u>	<u>\$931,164</u>
Prior Year	\$311,144	\$218,055	(\$987)	\$54,042	\$348,910	\$931,164	

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

WESTERN IOWA TECH COMMUNITY COLLEGE
STATEMENT OF RECEIPTS AND DISBURSEMENTS
MAY 2023

	<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 (05/01/2023)	\$18,570,255	\$4,212	\$371,658	\$12,988,145	\$18,472,784	\$50,407,055
Receipts	7,844,762	\$1,301,833	2,429	609,915	1,557,947	11,316,885
TOTAL FUNDS AVAILABLE	\$26,415,018	\$1,306,046	\$374,087	\$13,598,060	\$20,030,730	61,723,940
DISBURSEMENTS						
Board Report	\$4,332,959	\$1,301,391	\$7,040	\$3,964	\$3,633,495	\$9,278,849
Dorm Revenue Bond Payment						0
Transfers to Operating Fund						0
Approved Previous Meeting				557,093		557,093
TOTAL DISBURSEMENTS	\$4,332,959	\$1,301,391	\$7,040	\$561,057	\$3,633,495	\$9,835,942
ENDING BALANCE (05/31/2023)	\$22,082,058	\$4,655	\$367,047	\$13,037,003	\$16,397,235	\$51,887,998

WESTERN IOWA TECH COMMUNITY COLLEGE
INVESTMENT STATUS
MAY 31, 2023

Investment	Bank	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Totals	Current Rate
Checking	Security National	\$583,218					\$583,218	0.00%
Interest Checking	Security National		4,655				4,655	0.08%
Repurchase Agreement	Security National	8,682,588					8,682,588	2.23%
Certificate of Deposit	Central Bank	1,104,012					1,104,012	4.00%
Money Market	Northwest Bank	404,758					404,758	0.20%
Money Market	Liberty National Bank	10,455,859					10,455,859	2.85%
Money Market	Pioneer Bank	104,332					104,332	0.60%
Money Market	Liberty National Bank				12,419,674		12,419,674	2.85%
Checking	Cherokee State Bank	\$10,142					10,142	0.00%
Checking	Wells Fargo	\$39,985					39,985	1.65%
Checking	Wells Fargo			367,047	36,183	891,143	1,294,372	1.65%
Checking	Wells Fargo					847,582	847,582	1.00%
Repurchase Agreement	Security National				239,254	14,658,511	14,897,765	2.23%
Dorm Revenue Bond Funds	UMB Bank	697,164			341,892		1,039,056	5.00%
Total Cash & Investments		\$22,082,058	\$4,655	\$367,047	\$13,037,003	\$16,397,235	\$51,887,998	2.51%
Interest Earnings YTD		\$233,791	\$14	\$0	\$156,651	\$144,160	\$534,616	

WESTERN IOWA TECH COMMUNITY COLLEGE

Bills to be approved at the board meeting June 12, 2023

May 2023

	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Total
Warrants	\$ 4,344,100.28	\$ 1,301,390.76	\$ 7,040.00	\$ 3,963.67	\$ 3,633,495.26	\$ 9,289,989.97
Cancelled warrants	(11,140.85)					\$ (11,140.85)
Subtotal	4,332,959.43	1,301,390.76	7,040.00	3,963.67	3,633,495.26	\$ 9,278,849.12
Estimated amount	\$ 688,875.00					\$ 688,875.00
Total	<u>\$ 5,021,834.43</u>	<u>\$ 1,301,390.76</u>	<u>\$ 7,040.00</u>	<u>\$ 3,963.67</u>	<u>\$ 3,633,495.26</u>	<u>\$ 9,967,724.12</u>

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/27/2023	Wells Fargo Bank	\$1,705,591.65	CASH IN BANK-PAYROLL
5/31/2023	Wells Fargo Bank	\$938.69	CASH IN BANK-PAYROLL
5/25/2023	Frontier Communications	\$163.05	COMMUNICATION
5/11/2023	Iowa Communications Network	\$5,700.66	COMMUNICATION
5/11/2023	Qwest Corporation	\$362.61	COMMUNICATION
5/18/2023	Burke Engineering Sales	\$585.51	CONSTRUCTION SUPPLIES
5/25/2023	Consolidated Electrical	\$2,760.82	CONSTRUCTION SUPPLIES
5/11/2023	Dakwa Incorporated	\$17.44	CONSTRUCTION SUPPLIES
5/25/2023	Echo Group Inc	\$228.83	CONSTRUCTION SUPPLIES
5/11/2023	Mechanical Sales Parts Iowa Inc	\$17,770.68	CONSTRUCTION SUPPLIES
5/11/2023	Menards Inc	\$338.11	CONSTRUCTION SUPPLIES
5/11/2023	Menards Inc	\$362.09	CONSTRUCTION SUPPLIES
5/25/2023	Menards Inc	\$57.74	CONSTRUCTION SUPPLIES
5/4/2023	Sherwin Williams	\$515.17	CONSTRUCTION SUPPLIES
5/4/2023	Sioux City Winnelson	\$238.49	CONSTRUCTION SUPPLIES
5/11/2023	Sioux City Winnelson	\$139.92	CONSTRUCTION SUPPLIES
5/18/2023	Sioux City Winnelson	\$38.59	CONSTRUCTION SUPPLIES
5/4/2023	ACI Payments Inc	\$2,714.85	CONTRACTED SERVICES
5/25/2023	ACI Payments Inc	\$3,911.99	CONTRACTED SERVICES
5/11/2023	BankMobile Technologies Inc	\$208.00	CONTRACTED SERVICES
5/25/2023	BankMobile Technologies Inc	\$75.65	CONTRACTED SERVICES

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/11/2023	Barnhart Crane & Rigging Co	\$3,716.38	CONTRACTED SERVICES
5/11/2023	Bekins Fire & Safety Services Co	\$2,339.90	CONTRACTED SERVICES
5/11/2023	John T. Burow	\$16,600.00	CONTRACTED SERVICES
5/11/2023	CHN Garbage Service Inc	\$337.50	CONTRACTED SERVICES
5/18/2023	Delta Papa Aviation LLC	\$3,750.00	CONTRACTED SERVICES
5/18/2023	Document Depot & Destruction	\$343.00	CONTRACTED SERVICES
5/18/2023	Gill Hauling Inc	\$3,006.39	CONTRACTED SERVICES
5/4/2023	Great Western Dining Service Inc	\$23,525.09	CONTRACTED SERVICES
5/25/2023	Great Western Dining Service Inc	\$27,470.30	CONTRACTED SERVICES
5/6/2023	HealthEquity Inc	\$82.50	CONTRACTED SERVICES
5/25/2023	High Point Networks LLC	\$9,000.00	CONTRACTED SERVICES
5/11/2023	IMKO Enterprises Inc	\$4,910.54	CONTRACTED SERVICES
5/11/2023	IMKO Enterprises Inc	\$48,412.02	CONTRACTED SERVICES
5/11/2023	IMKO Enterprises Inc	\$2,510.34	CONTRACTED SERVICES
5/11/2023	IMKO Enterprises Inc	\$1,907.78	CONTRACTED SERVICES
5/4/2023	Iowa Community College Online	\$8,122.60	CONTRACTED SERVICES
5/25/2023	Jetske Photography LLC	\$1,050.00	CONTRACTED SERVICES
5/11/2023	North Sioux City Holdings LLC	\$3,328.26	CONTRACTED SERVICES
5/25/2023	Planview Inc	\$4,420.00	CONTRACTED SERVICES
5/25/2023	Plunketts Pest Control Inc	\$115.00	CONTRACTED SERVICES
5/4/2023	Rentokil North America	\$1,382.80	CONTRACTED SERVICES

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5/4/2023	Rentokil North America	\$45.00	CONTRACTED SERVICES
5/25/2023	Rentokil North America	\$1,474.80	CONTRACTED SERVICES
5/11/2023	Thomas M. Rice	\$1,200.00	CONTRACTED SERVICES
5/27/2023	Leke Sahatqija	\$1,089.37	CONTRACTED SERVICES
5/4/2023	James Schaap	\$120.00	CONTRACTED SERVICES
5/11/2023	Preston L. Schultz	\$250.00	CONTRACTED SERVICES
5/4/2023	Dennis R Semple	\$3,420.00	CONTRACTED SERVICES
5/18/2023	Siouxland Mental Health	\$2,085.00	CONTRACTED SERVICES
5/25/2023	Vans Sanitation Inc	\$76.73	CONTRACTED SERVICES
5/4/2023	Mary Vaught	\$160.00	CONTRACTED SERVICES
5/18/2023	Western Iowa Tech Acc Rec	\$100.00	CONTRACTED SERVICES
5/11/2023	Arnold Motor Supply LLP	\$1,871.29	COURSE FEE EXPENSE
5/11/2023	Matheson Tri Gas Inc	\$722.42	COURSE FEE EXPENSE
5/18/2023	McGraw Hill	\$2,895.00	COURSE FEE EXPENSE
5/25/2023	State Steel Supply Company Inc	\$241.26	COURSE FEE EXPENSE
5/11/2023	Sysco Lincoln	\$2,750.03	COURSE FEE EXPENSE
5/18/2023	Jennifer M. Weber	\$105.00	COURSE FEE EXPENSE
5/18/2023	Western Iowa Tech AR	\$180.00	COURSE FEE EXPENSE
5/11/2023	Western Iowa Tech Community	\$700.00	COURSE FEE EXPENSE
5/25/2023	Food Locker Service Inc	\$4,542.00	DEFERRED INCOME
5/25/2023	Corey M. Adair	\$1,480.00	DUE FROM OTHERS-ASSET ACCOUNT

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5/4/2023	Ferenando Aguirre	\$399.00	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Holly J. Candor	\$416.66	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Draywph Casado	\$105.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Cummins Inc	\$241.88	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Cummins Inc	\$2,081.93	DUE FROM OTHERS-ASSET ACCOUNT
5/25/2023	Patrick Cusack	\$125.00	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Jake Davis	\$180.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Dunwell LLC	\$48,030.88	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Dunwell LLC	\$3,300.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Ellucian Company LP	\$8,333.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Flex Closeout	\$30.98	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Foulk Brothers Plumbing Heating	\$14,699.66	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Foulk Brothers Plumbing	\$4,974.00	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Foulk Brothers Plumbing	\$25,222.81	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Barbara M. Frey	\$185.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Russell Gondek	\$52.22	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Beverly J. Hall	\$60.00	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Beverly J. Hall	\$85.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	High Point Networks LLC	\$9,420.67	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	High Point Networks LLC	\$55,305.00	DUE FROM OTHERS-ASSET ACCOUNT
5/25/2023	High Point Networks LLC	\$6,692.20	DUE FROM OTHERS-ASSET ACCOUNT

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5/4/2023	Tiffany Holbrook	\$225.00	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Tiffany Holbrook	\$500.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Tiffany Holbrook	\$1,275.00	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Kyle R. Hueser	\$51.26	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Jeff A. Jansen	\$210.00	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Janice Klimiades	\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Lora C. Knaack	\$300.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Lisa L. Knecht	\$267.14	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Miguel Lopez Lepe	\$399.00	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Rosalva V. Linares	\$301.93	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Mid Iowa Refrigeration Inc	\$216.17	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Novelty Machine & Supply Co	\$983.23	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Mariana Pacheco	\$80.00	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Mariana Pacheco	\$416.66	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Ryan Rozechowski	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	ScriptPro USA Inc	\$1,179.75	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Leah Siljenberg	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Dagna Simmons	\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Denna E. Smutzler	\$81.63	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Elijah J. Snake	\$549.00	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Christian Supiot Perez	\$416.66	DUE FROM OTHERS-ASSET ACCOUNT

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5/4/2023	Laura M. Tabbert	\$416.66	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Terracon Consultants Inc	\$1,000.00	DUE FROM OTHERS-ASSET ACCOUNT
5/18/2023	Thompson Solutions Group	\$1,280.00	DUE FROM OTHERS-ASSET ACCOUNT
5/4/2023	Logan Trobaugh	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Ward Electric Company Inc	\$32,238.00	DUE FROM OTHERS-ASSET ACCOUNT
5/11/2023	Roberta L. Wonder	\$150.00	DUE FROM OTHERS-ASSET ACCOUNT
5/25/2023	Cherokee State Bank	\$2,700.00	DUE FROM STUDENTS
5/18/2023	Galilee Gomez	\$318.00	DUE FROM STUDENTS
5/25/2023	Michelle Hardie	\$2,176.00	DUE FROM STUDENTS
5/25/2023	Santiago Hiriarte	\$80.00	DUE FROM STUDENTS
5/25/2023	Yuridia C. Montalvo	\$10.50	DUE FROM STUDENTS
5/25/2023	Diego R. Mordhorst	\$417.00	DUE FROM STUDENTS
5/25/2023	Alexis L. Neumann	\$126.00	DUE FROM STUDENTS
5/11/2023	Michael G. Yaneff	\$500.00	DUE FROM STUDENTS
5/25/2023	Western Iowa Tech Agency Fund	\$629.69	DUE TO AGENCY FUND
5/25/2023	Western Iowa Tech Agency Fund	\$22,863.25	DUE TO AGENCY FUND
5/24/2023	Western Iowa Tech 125 Plan	\$6,836.84	DUE TO AUXILIARY FUND
5/13/2023	Western Iowa Tech Plant Fund	\$525,000.00	DUE TO PLANT FUND
5/13/2023	Daktronics Inc	\$30,435.60	EQUIPMENT - \$5000 AND OVER
5/27/2023	Wells Fargo Bank	\$466.88	FEDERAL INCOME TAX PAYABLE
5/4/2023	Randall Neuharth	\$1,250.00	GRADUATION EXPENSE

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5/4/2023	Western Iowa Tech Audio	\$500.00	GRADUATION EXPENSE
5/4/2023	Western Iowa Tech Choir	\$100.00	GRADUATION EXPENSE
5/18/2023	American Income Life Insurance	\$18.40	GROUP MEETINGS AND WORKSHOPS
5/11/2023	Great Western Dining Service Inc	\$921.50	GROUP MEETINGS AND WORKSHOPS
5/11/2023	Great Western Dining Service Inc	\$3,985.20	GROUP MEETINGS AND WORKSHOPS
5/25/2023	Great Western Dining Service Inc	\$4,670.80	GROUP MEETINGS AND WORKSHOPS
5/4/2023	Mallis on Wheels	\$225.00	GROUP MEETINGS AND WORKSHOPS
5/18/2023	Siouxland Regional Transit	\$280.00	GROUP MEETINGS AND WORKSHOPS
5/11/2023	Western Iowa Tech Comm Ed	\$900.00	GROUP MEETINGS AND WORKSHOPS
5/18/2023	Western Iowa Tech Comm Ed	\$75.00	GROUP MEETINGS AND WORKSHOPS
5/18/2023	Brenda Wright	\$225.00	GROUP MEETINGS AND WORKSHOPS
5/28/2023	HealthEquity Inc	\$11,465.99	HSA Payable
5/4/2023	Domino Publishing	\$475.00	INFO SERVICES/CLASSIFY ADS
5/18/2023	Monahan Professional Services	\$150.00	INFO SERVICES/CLASSIFY ADS
5/25/2023	Storm Lake Times	\$225.00	INFO SERVICES/CLASSIFY ADS
5/18/2023	Wm Bass Advertising Associates	\$30,074.16	INFO SERVICES/CLASSIFY ADS
5/24/2023	BusinessSolverComInc	\$441,308.78	INSURANCE PREMIUMS PAYABLE
5/27/2023	Iowa Public Employees	\$127,304.81	IPERS TAX PAYABLE
5/31/2023	Iowa Public Employees	\$145.67	IPERS TAX PAYABLE
5/18/2023	Cole Papers Inc	\$490.28	JANITOR MATERIALS AND SUPPLIES
5/25/2023	Eakes Inc	\$6,619.68	JANITOR MATERIALS AND SUPPLIES

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5/6/2023	Ahlers & Cooney PC	\$13,525.00	LAND
5/25/2023	Ricks Computers Inc	\$789.55	MAINT & REPAIR-SU EQUIP
5/25/2023	Ricks Computers Inc	\$949.10	MAINT & REPAIR-SU EQUIP
5/11/2023	John T. Burow	\$6,400.00	MAINT AND REPAIR BUILDINGS
5/11/2023	Mikes Sioux City Carpet	\$1,294.00	MAINT AND REPAIR BUILDINGS
5/11/2023	Pella Gateway LLC	\$334.75	MAINT AND REPAIR BUILDINGS
5/18/2023	Pella Gateway LLC	\$99.36	MAINT AND REPAIR BUILDINGS
5/11/2023	Van Osdel Plastering Drywall Inc	\$16,453.00	MAINT AND REPAIR BUILDINGS
5/11/2023	Ward Electric Company Inc	\$5,034.61	MAINT AND REPAIR BUILDINGS
5/18/2023	Drain Specialists Inc	\$130.00	MAINT AND REPAIR EQUIPMENT
5/25/2023	Eakes Inc	\$658.14	MAINT AND REPAIR EQUIPMENT
5/18/2023	Foulk Brothers Plumbing	\$1,278.79	MAINT AND REPAIR EQUIPMENT
5/25/2023	Foulk Brothers Plumbing	\$23,412.24	MAINT AND REPAIR EQUIPMENT
5/11/2023	Flewelling Farms LLC	\$2,128.00	MAINTENANCE GROUNDS
5/25/2023	Burlington English Inc	\$6,336.00	MATERIALS AND SUPPLIES
5/25/2023	Steven Garcia	\$129.36	MATERIALS AND SUPPLIES
5/25/2023	HCC Enterprises	\$20,000.00	MATERIALS AND SUPPLIES
5/4/2023	Indian Hills Community College	\$879.76	MATERIALS AND SUPPLIES
5/25/2023	Thomas M. Loftus	\$1,584.00	MATERIALS AND SUPPLIES
5/4/2023	Christopher A. Mansfield	\$73.30	MATERIALS AND SUPPLIES
5/11/2023	NSG Logistics LLC	\$4,497.03	MATERIALS AND SUPPLIES

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5/11/2023	Verizon Wireless	\$1,555.23	MATERIALS AND SUPPLIES
5/11/2023	Visual Edge IT Inc	\$44.99	MATERIALS AND SUPPLIES
5/25/2023	Des Moines Area Community	\$300.00	MEMBERSHIP
5/11/2023	New York Public Radio	\$1,599.50	MEMBERSHIP
5/27/2023	Collection Services Center	\$419.64	OTHER EMPLOYEE PR DEDUCTIONS
5/24/2023	Friends Of FM 90	\$84.50	OTHER EMPLOYEE PR DEDUCTIONS
5/24/2023	Nebraska Child Support	\$1,710.50	OTHER EMPLOYEE PR DEDUCTIONS
5/24/2023	United Way of Siouxland Inc	\$1,005.50	OTHER EMPLOYEE PR DEDUCTIONS
5/24/2023	Western Iowa Tech Agency Fund	\$35.00	OTHER EMPLOYEE PR DEDUCTIONS
5/24/2023	Western Iowa Tech Foundation	\$2,252.43	OTHER EMPLOYEE PR DEDUCTIONS
5/24/2023	Western Iowa Tech GF	\$113.72	OTHER EMPLOYEE PR DEDUCTIONS
5/24/2023	Winnebago Tribe of Nebraska	\$744.37	OTHER EMPLOYEE PR DEDUCTIONS
5/25/2023	APH Stores Inc	\$1,203.73	OTHER MATERIALS AND SUPPLIES
5/18/2023	Arnold Motor Supply LLP	\$1,095.20	OTHER MATERIALS AND SUPPLIES
5/11/2023	Postmaster	\$1,480.00	POSTAGE
5/25/2023	Brightly Software Inc	\$12,320.71	PREPAID EXPENSES
5/4/2023	Productivity Inc	\$34,105.52	PREPAID EXPENSES
5/25/2023	Productivity Inc	\$42,631.90	PREPAID EXPENSES
5/4/2023	Holt Woodworking Inc	\$288.00	PRINTING & REPRODUCTION SVC
5/18/2023	Record Printing & Copy Center	\$7,341.00	PRINTING & REPRODUCTION SVC
5/11/2023	Ahlers & Cooney PC	\$421.50	PROFESSIONAL SERVICES

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5/25/2023	Ahlers & Cooney PC	\$256.50	PROFESSIONAL SERVICES
5/4/2023	Dentons Davis Brown PC	\$118,019.06	PROFESSIONAL SERVICES
5/4/2023	Jeffrey O'Tool	\$600.00	PROFESSIONAL SERVICES
5/4/2023	Wm Bass Advertising &	\$5,990.80	PROFESSIONAL SERVICES
5/6/2023	Wells Fargo Bank	\$241,695.43	PURCHASE CARD CHECKING
5/18/2023	CSC ServiceWorks Inc	\$7,500.00	RENTED BUILDINGS
5/11/2023	Branded Custom Sportswear Inc	\$4,639.00	RESALE PURCHASES
5/25/2023	Chesterman Company	\$1,235.93	RESALE PURCHASES
5/25/2023	Core Mark Midcontinent Inc	\$1,251.00	RESALE PURCHASES
5/11/2023	Iowa Community College Online	\$6,634.21	RESALE PURCHASES
5/4/2023	Woodbury Central Comm School	\$30.00	SPONSORED BILLING RECEIVABLE
5/18/2023	Payne Allen	\$250.00	STUDENT DEPOSITS
5/11/2023	Jo Ann Dewitt	\$250.00	STUDENT DEPOSITS
5/11/2023	Eugene Or Bernadette Suzedell	\$250.00	STUDENT DEPOSITS
5/18/2023	Eventide	\$825.00	STUDENT WORK STUDY FEDERAL
5/27/2023	Teachers Insurance & Annuity	\$102,271.58	TIAA-CREF PAYABLE
5/4/2023	Ismael Alfaro	\$140.00	TRAINING EXPENSE
5/4/2023	Irene B. Alvarez	\$100.00	TRAINING EXPENSE
5/4/2023	Miriam Alvarez	\$180.00	TRAINING EXPENSE
5/4/2023	Yary A. Aragon	\$100.00	TRAINING EXPENSE
5/4/2023	Helen S. Belisle	\$180.00	TRAINING EXPENSE

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5/4/2023	Lilia Bolles	\$200.00	TRAINING EXPENSE
5/18/2023	Lilia Bolles	\$100.00	TRAINING EXPENSE
5/4/2023	Okihinyanpiwin Bolles	\$180.00	TRAINING EXPENSE
5/4/2023	Tenanjilawin Bolles	\$160.00	TRAINING EXPENSE
5/4/2023	Keaghan Bracy	\$140.00	TRAINING EXPENSE
5/4/2023	Leigha L. Brungardt	\$160.00	TRAINING EXPENSE
5/4/2023	Jesenia Carranza	\$180.00	TRAINING EXPENSE
5/4/2023	Angela J. Cruz	\$180.00	TRAINING EXPENSE
5/4/2023	Brisa M. Diaz	\$200.00	TRAINING EXPENSE
5/4/2023	Juan Diaz	\$140.00	TRAINING EXPENSE
5/4/2023	Maritza Y. Escobar	\$200.00	TRAINING EXPENSE
5/4/2023	Amy Estrada	\$160.00	TRAINING EXPENSE
5/4/2023	Silvia Estrada	\$80.00	TRAINING EXPENSE
5/4/2023	Joselyn Factor	\$100.00	TRAINING EXPENSE
5/4/2023	Andrea E. Flores	\$200.00	TRAINING EXPENSE
5/4/2023	Leo Flores	\$160.00	TRAINING EXPENSE
5/4/2023	Zahyra G. Flores	\$180.00	TRAINING EXPENSE
5/4/2023	Mia N. Garcia	\$180.00	TRAINING EXPENSE
5/4/2023	Brian J. Ibarra	\$200.00	TRAINING EXPENSE
5/18/2023	Brian J. Ibarra	\$100.00	TRAINING EXPENSE
5/4/2023	Leila Jaime	\$200.00	TRAINING EXPENSE

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5/4/2023	Tayzun James	\$180.00	TRAINING EXPENSE
5/4/2023	Dakota Kropf	\$100.00	TRAINING EXPENSE
5/4/2023	Vanessa Lara	\$200.00	TRAINING EXPENSE
5/4/2023	Ivan Ledesma	\$180.00	TRAINING EXPENSE
5/4/2023	Genesis P. Lopez	\$200.00	TRAINING EXPENSE
5/4/2023	Johnny J. Lopez	\$180.00	TRAINING EXPENSE
5/4/2023	Estela J. Lupian	\$200.00	TRAINING EXPENSE
5/4/2023	Jimena Lupian	\$160.00	TRAINING EXPENSE
5/4/2023	Shaylee Malloy	\$200.00	TRAINING EXPENSE
5/4/2023	Aiden Medrano	\$80.00	TRAINING EXPENSE
5/4/2023	Sharelyn A. Melendrez	\$120.00	TRAINING EXPENSE
5/18/2023	Sharelyn A. Melendrez	\$40.00	TRAINING EXPENSE
5/4/2023	Karsyn K. Monk	\$200.00	TRAINING EXPENSE
5/4/2023	Emma E. Nelson	\$80.00	TRAINING EXPENSE
5/4/2023	Abimeris C. Perez	\$160.00	TRAINING EXPENSE
5/4/2023	Tiffany Ramirez	\$180.00	TRAINING EXPENSE
5/4/2023	Joshua Ramos	\$200.00	TRAINING EXPENSE
5/4/2023	Remigia Raymundo Lopez	\$180.00	TRAINING EXPENSE
5/4/2023	Samantha M. Rich	\$60.00	TRAINING EXPENSE
5/4/2023	Wilnuse Riphin	\$140.00	TRAINING EXPENSE
5/4/2023	Janelly Rivas	\$120.00	TRAINING EXPENSE

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5/4/2023	Jelissa K. Rivas	\$120.00	TRAINING EXPENSE
5/4/2023	Alexis E. Rodriguez	\$180.00	TRAINING EXPENSE
5/4/2023	Dayanna Rodriguez	\$140.00	TRAINING EXPENSE
5/4/2023	Elizabeth K. Rodriguez	\$160.00	TRAINING EXPENSE
5/4/2023	Karla S. Rodriguez	\$200.00	TRAINING EXPENSE
5/4/2023	Christell G. Salazar	\$200.00	TRAINING EXPENSE
5/4/2023	Carina J. Sartun Vasquez	\$160.00	TRAINING EXPENSE
5/4/2023	Bree Thompson	\$160.00	TRAINING EXPENSE
5/4/2023	Alexa Z. Tremblay	\$100.00	TRAINING EXPENSE
5/4/2023	Emma Urwiller	\$200.00	TRAINING EXPENSE
5/4/2023	Kiara J. Vallecillo	\$140.00	TRAINING EXPENSE
5/18/2023	Kiara J. Vallecillo	\$100.00	TRAINING EXPENSE
5/4/2023	Emily Wanberg	\$140.00	TRAINING EXPENSE
5/4/2023	Jorge L. Zuniga	\$100.00	TRAINING EXPENSE
5/18/2023	Juline S Albert	\$214.72	TRAVEL IN STATE
5/11/2023	Richard A. Andersen	\$34.32	TRAVEL IN STATE
5/4/2023	Amber M. Denman-Weathers	\$176.80	TRAVEL IN STATE
5/4/2023	Rex K. Hawkins	\$47.84	TRAVEL IN STATE
5/18/2023	Rex K. Hawkins	\$139.36	TRAVEL IN STATE
5/4/2023	Kyle R. Hueser	\$274.56	TRAVEL IN STATE
5/11/2023	Troy A Jasman	\$388.44	TRAVEL IN STATE

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5/18/2023	Troy A Jasman	\$213.62	TRAVEL IN STATE
5/18/2023	Kari Meyer	\$424.32	TRAVEL IN STATE
5/11/2023	Terry A. Murrell	\$208.00	TRAVEL IN STATE
5/18/2023	Terry A. Murrell	\$87.78	TRAVEL IN STATE
5/18/2023	Saudi A. Pribil	\$227.04	TRAVEL IN STATE
5/11/2023	Todd A. Rausch	\$670.80	TRAVEL IN STATE
5/18/2023	Brandon J. Sitzmann	\$46.80	TRAVEL IN STATE
5/25/2023	Kevin L. Stover	\$795.60	TRAVEL IN STATE
5/11/2023	Gabriella McDermott	\$96.72	TRAVEL OUT OF STATE
5/11/2023	Teri L. Peterson	\$203.32	TRAVEL OUT OF STATE
5/11/2023	Jessica M. Thompson	\$116.48	TRAVEL OUT OF STATE
5/27/2023	Voya Financial	\$15,481.41	TSA PAYABLE
5/18/2023	Mellisa T. Flanigan	\$3,000.00	TUITION
5/25/2023	Mara K. Hall	\$1,008.00	TUITION
5/11/2023	Stephanie M. Hill	\$1,350.00	TUITION
5/25/2023	Jennifer R. Hough	\$3,000.00	TUITION
5/25/2023	Amy L. Hueser	\$3,000.00	TUITION
5/25/2023	Kennedy J. Hueser	\$2,080.00	TUITION
5/25/2023	Tanner R. Hueser	\$2,247.00	TUITION
5/25/2023	Lisa L. Knecht	\$624.00	TUITION
5/25/2023	Brett H. McCarthy	\$3,000.00	TUITION

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Board Approval
General & Auxiliary
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/18/2023	Benjamin L. Mohning	\$1,632.00	TUITION
5/18/2023	Kerry J. Patchin	\$3,000.00	TUITION
5/4/2023	Kadence J. Torticill	\$169.00	TUITION
5/4/2023	Berkshire Hathaway Energy	\$4,203.76	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$579.68	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$53.88	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$929.54	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$3,107.81	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$1,922.76	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$1,064.92	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$1,061.35	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$678.84	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$747.07	UTILITIES
5/4/2023	Berkshire Hathaway Energy	\$595.19	UTILITIES
5/11/2023	Berkshire Hathaway Energy	\$51,911.49	UTILITIES
5/11/2023	Berkshire Hathaway Energy	\$2,407.92	UTILITIES
5/18/2023	Berkshire Hathaway Energy	\$197.78	UTILITIES
5/18/2023	Berkshire Hathaway Energy	\$607.91	UTILITIES
5/18/2023	Berkshire Hathaway Energy	\$4,126.13	UTILITIES
5/18/2023	Black Hills Utility Holding	\$376.61	UTILITIES
5/25/2023	City Of Cherokee	\$55.07	UTILITIES

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/11/2023	City of Le Mars	\$42.57	UTILITIES
5/18/2023	City Of Mapleton	\$386.02	UTILITIES
5/11/2023	City of Sioux City	\$1,765.98	UTILITIES
5/11/2023	City of Sioux City	\$433.74	UTILITIES
5/11/2023	City of Sioux City	\$594.75	UTILITIES
5/11/2023	City of Sioux City	\$397.96	UTILITIES
5/11/2023	City of Sioux City	\$204.63	UTILITIES
5/11/2023	City of Sioux City	\$142.02	UTILITIES
5/11/2023	City of Sioux City	\$249.36	UTILITIES
5/11/2023	City of Sioux City	\$46.44	UTILITIES
5/11/2023	City of Sioux City	\$221.47	UTILITIES
5/11/2023	City of Sioux City	\$159.91	UTILITIES
5/11/2023	City of Sioux City	\$195.69	UTILITIES
5/11/2023	City of Sioux City	\$118.39	UTILITIES
5/11/2023	City of Sioux City	\$26.35	UTILITIES
5/11/2023	City of Sioux City	\$994.58	UTILITIES
5/11/2023	City of Sioux City	\$1,396.25	UTILITIES
5/18/2023	Denison Municipal Utilities	\$1,856.86	UTILITIES
5/4/2023	Interstate Power & Light Co	\$1,036.80	UTILITIES
5/18/2023	Interstate Power & Light Co	\$2,553.41	UTILITIES
5/11/2023	Woodbury County Rural Electric	\$3,453.02	UTILITIES

Western Iowa Tech Community College
Board Approval
General & Auxiliary
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/25/2023	Advance Auto Parts	\$261.23	VEHICLES-MATERIALS & SUPPLIES
5/18/2023	AVE PLP LLC	\$2,022.58	VEHICLES-MATERIALS & SUPPLIES
5/4/2023	City of Sioux City	\$2,771.36	VEHICLES-MATERIALS & SUPPLIES
5/4/2023	City of Sioux City	\$48.92	VEHICLES-MATERIALS & SUPPLIES
5/4/2023	City of Sioux City	\$58.11	VEHICLES-MATERIALS & SUPPLIES
5/4/2023	City of Sioux City	\$159.30	VEHICLES-MATERIALS & SUPPLIES
5/4/2023	City of Sioux City	\$3,202.52	VEHICLES-MATERIALS & SUPPLIES
5/25/2023	City of Sioux City	\$4,609.39	VEHICLES-MATERIALS & SUPPLIES
5/25/2023	City of Sioux City	\$127.37	VEHICLES-MATERIALS & SUPPLIES
5/25/2023	City of Sioux City	\$118.84	VEHICLES-MATERIALS & SUPPLIES
5/25/2023	City of Sioux City	\$1,942.35	VEHICLES-MATERIALS & SUPPLIES
5/4/2023	D&L Equipment	\$224.28	VEHICLES-MATERIALS & SUPPLIES
5/11/2023	Graham Tire Sioux City	\$1,444.18	VEHICLES-MATERIALS & SUPPLIES
5/6/2023	Customers Bank	\$883.00	WITCC ONECARD PAYABLE
5/13/2023	Customers Bank	\$26,753.25	WITCC ONECARD PAYABLE
5/24/2023	Customers Bank	\$40,653.72	WITCC ONECARD PAYABLE
5/27/2023	Customers Bank	\$25,058.75	WITCC ONECARD PAYABLE
TOTAL		<u>\$4,344,100.28</u>	

Western Iowa Tech Community College
 Canceled Warrants
 General & Auxiliary
 6/1/2023

CHK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
2/9/2023	Jaylene J. Bauerly	-\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
3/2/2023	Christabelle M. Bishman	-\$1,200.00	DUE FROM STUDENTS
12/22/2021	Lilia Bolles	-\$100.00	TRAINING EXPENSE
3/2/2023	Lyndsy R. Fay	-\$12.00	DUE FROM STUDENTS
3/2/2023	Helen N. Gebrestadic	-\$534.51	DUE FROM STUDENTS
1/5/2023	Mara K. Hall	-\$10.00	MATERIALS AND SUPPLIES
4/13/2023	Michelle Hardie	-\$2,176.00	DUE FROM STUDENTS
5/8/2020	John T. Hooyer	-\$43.09	DUE FROM STUDENTS
12/1/2022	Brian J. Ibarra	-\$100.00	TRAINING EXPENSE
2/9/2023	Jenny S. Jolin	-\$10.00	MATERIALS AND SUPPLIES
2/23/2023	Marisela Luna	-\$10.00	DUE FROM STUDENTS
12/1/2022	Sharelyn A. Melendrez	-\$40.00	TRAINING EXPENSE
7/28/2022	Melia Nemitz	-\$250.00	STUDENT DEPOSITS
9/16/2021	Norbert A. Shoumaker, III	-\$44.00	CONTRACTED SERVICES
4/13/2023	Ashley R. Smith	-\$111.00	DUE FROM STUDENTS
12/1/2022	Kiara J. Vallecillo	-\$100.00	TRAINING EXPENSE
2/23/2023	John J. Wango	-\$50.00	DUE FROM STUDENTS
5/19/2022	Derek Wayne	-\$250.00	STUDENT DEPOSITS
1/20/2022	Brooklin Webb	-\$30.25	DUE FROM STUDENTS
9/30/2021	Paige N. Whitney	-\$33.00	CONTRACTED SERVICES
10/13/2022	Witcc	-\$1,410.00	DUE FROM STUDENTS
10/13/2022	Daniel Ouellette	-\$1,500.00	DUE FROM STUDENTS

Western Iowa Tech Community College
 Canceled Warrants
 General & Auxiliary
 6/1/2023

CHK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
9/1/2022	Witcc	-\$500.00	DUE FROM STUDENTS
11/3/2022	Amber J. Pelsor / Witcc	-\$492.00	DUE FROM STUDENTS
11/3/2022	Shelby A. Deck / Witcc	-\$1,050.00	DUE FROM STUDENTS
2/17/2023	Amelie Woollen	-\$1,075.00	DUE FROM STUDENTS
TOTAL		-\$11,140.85	

WESTERN IOWA TECH COMMUNITY COLLEGE

Bills to be approved at the board meeting June 12, 2023

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
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/13/2023	Western Iowa Tech General Fund	\$4,623.75	DUE TO GENERAL FUND
5/13/2023	Western Iowa Tech General Fund	\$7,934.16	OTHER FEDERAL
5/13/2023	Western Iowa Tech General Fund	\$532,055.00	OTHER FEDERAL
5/24/2023	Western Iowa Tech General Fund	\$52,282.80	OTHER FEDERAL
5/24/2023	Western Iowa Tech General Fund	\$85,917.67	OTHER FEDERAL
5/24/2023	Western Iowa Tech General Fund	\$480,000.00	OTHER FEDERAL
5/24/2023	Western Iowa Tech General Fund	\$98,632.38	OTHER FEDERAL
5/13/2023	Western Iowa Tech General Fund	\$39,945.00	SCHOLARSHIPS
TOTAL		<u>\$1,301,390.76</u>	

Western Iowa Tech Community College
Board Approval
Agency, Scholarship & Loan
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/23/2023	Western Iowa Tech General Fund	\$7,040.00	DUE TO AUXILIARY FUND
TOTAL		<u>\$7,040.00</u>	

Western Iowa Tech Community College
Board Approval
Plant Fund
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/16/2023	Ace Sign Displays	\$3,963.67	EQUIPMENT - \$5000 AND OVER
TOTAL		<u>\$3,963.67</u>	

Western Iowa Tech Community College
Board Approval
House File
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/24/2023	Cede & Co	\$165,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$195,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$135,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$90,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$505,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$715,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$55,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$105,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$425,000.00	BONDS PAYABLE
5/24/2023	Cede & Co	\$205,000.00	BONDS PAYABLE
5/11/2023	Western Iowa Tech General Fund	\$1,000.00	INCOME CLEARING ACCOUNT
5/31/2023	Ahlers & Cooney PC	\$837.00	PROFESSIONAL SERVICES
5/24/2023	Security National Bank	\$2,792.25	SNB INVEST
5/24/2023	Security National Bank	\$17,234.00	SNB INVEST
5/24/2023	Security National Bank	\$49,133.00	SNB INVEST
5/24/2023	Security National Bank	\$217,806.77	SNB INVEST
5/24/2023	Security National Bank	\$1,500.40	SNB INVEST
5/24/2023	Security National Bank	\$10,236.98	SNB INVEST
5/24/2023	Security National Bank	\$200,815.96	SNB INVEST
5/24/2023	Security National Bank	\$27,077.00	SNB INVEST
5/24/2023	Security National Bank	\$18,490.42	SNB INVEST

Western Iowa Tech Community College
Board Approval
House File
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/24/2023	Security National Bank	\$9,596.00	SNB INVEST
5/24/2023	Security National Bank	\$168,675.90	SNB INVEST
5/24/2023	Security National Bank	\$7,446.34	SNB INVEST
5/24/2023	Security National Bank	\$23,389.00	SNB INVEST
5/24/2023	Security National Bank	\$11,727.82	SNB INVEST
5/24/2023	Cede & Co	\$2,062.50	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$6,125.00	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$5,425.00	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$4,437.50	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$34,320.00	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$69,070.00	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$5,302.50	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$7,190.00	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$20,286.75	TAXABLE INTEREST EXPENSE
5/24/2023	Cede & Co	\$39,937.50	TAXABLE INTEREST EXPENSE
5/11/2023	American Natural Galva	\$28,769.07	TRAINING EXPENSE
5/31/2023	Coll Us Buyer Inc	\$1,723.00	TRAINING EXPENSE
5/31/2023	Professional Computer Systems	\$7,289.10	TRAINING EXPENSE
5/11/2023	VT Industries Inc	\$6,473.50	TRAINING EXPENSE
5/11/2023	VT Industries Inc	\$12,000.00	TRAINING EXPENSE
5/11/2023	Western Iowa Tech Comm Ed	\$1,598.00	TRAINING EXPENSE

Western Iowa Tech Community College
Board Approval
House File
6/1/2023

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/31/2023	Western Iowa Tech Comm Ed	\$609.00	TRAINING EXPENSE
5/31/2023	Western Iowa Tech Comm Ed	\$18,118.00	TRAINING EXPENSE
TOTAL		<u>\$3,633,495.26</u>	

PERSONNEL REPORT
Regular Appointments
June 12, 2023

I. INSTRUCTIONAL STAFF

- A. **Craig A. Barnes** has submitted his voluntary resignation as Mobile App Development Instructor effective August 15, 2023. He is to be paid for all time worked through that date.
- B. **Colt G. Witt** has submitted his voluntary resignation as Cyber Security/Digital Crime Instructor effective August 15, 2023. He is to be paid for all time worked through that date.
- C. **Theodore A. Bryan** has been selected for the position as Chemistry Instructor effective August 21, 2023, at an annual salary of \$56,542 (DOC, Step 10). This is a previously authorized position, vacant due to retirement, eligible for full time benefits.

II. ADMINISTRATIVE STAFF

- A. It is recommended that the employment of **Courtney K. Schweigert**, Career Navigator- Gateway to College be continued effective August 8, 2023. No change in salary or part time benefits.
- B. It is recommended that the employment of **Adams D. Davidson**, International Data Specialist be continued effective May 9, 2023. No change in salary or full-time benefits.
- C. **Steven Garcia**, Director of Outreach and Residence Life has completed the additional course work to a master's degree and his annual wage is to be increased by \$600 effective July 1, 2023.
- D. **Jessica M. Huggenberger**, Digital Media Coordinator has completed the additional course work to a master's degree and her annual wage is to be increased by \$600 effective July 1, 2023.
- E. **Sandy Velasquez**, Campus Services Coordinator has completed the additional course work to a master's degree and her annual wage is to be increased by \$600 effective July 1, 2023.

- F. **Loren J. Schmoll** has been selected for the position as College and Career Transition Counselor/Advisor effective July 5, 2023, at an annual salary of \$47,090, grade 6 administrative position. This is a previously authorized position, vacant due to resignation, eligible for full time benefits.

III. SUPPORT STAFF

- A. **Rosa A. Meza** has submitted her voluntary resignation as Safety Officer effective June 16, 2023. She is to be paid for all time worked through that date and all earned and unused vacation.
- B. **Shelley M. West** has been selected for the position as Secretary - Cherokee Campus effective June 6, 2023, at an annualized salary of \$20,822, grade 3, support position. This is a previously authorized position, vacant due to resignation, eligible for part time benefits.
- C. **Sheila R. Disterhaupt**, Reporter/Special Project Producer for KWIT has completed the additional course work to a master's degree and her annual wage is to be increased by \$600 effective July 1, 2023.
- D. It is recommended that the employment of **Isaac J. Jolin**, Safety Officer be modified to 25 hours per week effective June 24, 2023. No change in hourly wage; part time benefits to be changed accordingly.

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 12, 2023

NAME	DEPARTMENT OR COURSE # - SECT	APPOINTMENT	FROM	THROUGH	APPT \$/HR	SALARY
Aleman, Yeili	Upward Bound	UB Camp Mentor	05/30/23	08/10/23		\$ 2,500.00
Baker, Erin	College Now C.N.A	Adjunct	04/20/23	06/30/24	\$ 41.50	Time Entry
Baker, Erin	Non-Instructional	Adjunct	04/20/23	06/30/24	\$ 22.00	
Ball, Adam	Upward Bound	UB Camp Instructor	06/05/23	06/29/23		\$ 3,200.00
Dabir, Sima	PTK	PTK Coordinator	05/16/23	05/15/24		\$ 9,000.00
Garcia, Angela	Upward Bound	UB Camp Mentor	05/30/23	08/10/23		\$ 2,500.00
Garcia, James	Upward Bound	UB Camp Mentor	05/30/23	06/29/23		\$ 2,500.00
Holm, Charles	Upward Bound	UB Camp Instructor	06/05/23	06/29/23		\$ 3,200.00
Hookstra, Zak	CTRA-1077-04	CDL Night Instructor	05/01/23	06/30/24	\$ 25.91	Time Entry
Jacobsen, Mikasia	A.D.N Clincial	Adjunct	05/23/23	06/30/24	\$ 52.00	Time Entry
Jacobsen, Mikasia	A.D.N Lab	Adjunct	05/23/23	06/30/24	\$ 41.50	Time Entry
Jacobsen, Mikasia	A.D.N non-instrucational	Adjunct	05/23/23	06/30/24	\$ 22.00	Time Entry
Jacobsen, Mikasia	PN Clinical	Adjunct	05/23/23	06/30/24	\$ 52.00	Time Entry
Jacobsen, Mikasia	PN Lab	Adjunct	05/23/23	06/30/24	\$ 41.50	Time Entry
Jacobsen, Mikasia	PN non-instrucational	Adjunct	05/23/23	06/30/24	\$ 22.00	Time Entry
Jepsen, Katlynn	Upward Bound	UB Camp Mentor	05/30/23	08/10/23		\$ 2,500.00
Perez Manriquez, Rashell	Trio	Peer Mentor	05/16/23	06/30/24	\$ 9.00	Time Entry
Rivas, Ashley	Upward Bound	UB Camp Mentor	05/30/23	08/10/23		\$ 2,500.00
Rowe, Sydney	BUR-Sub	Adjunct	04/27/23	06/30/24	\$ 41.50	Time Entry
Ryan, LaRessa	A.D.N Clincial	Adjunct	05/22/23	06/30/24	\$ 52.00	Time Entry
Ryan, LaRessa	A.D.N Lab	Adjunct	05/22/23	06/30/24	\$ 41.50	Time Entry
Ryan, LaRessa	A.D.N non-instrucational	Adjunct	05/22/23	06/30/24	\$ 22.00	Time Entry
Ryan, LaRessa	PN Clinical	Adjunct	05/22/23	06/30/24	\$ 52.00	Time Entry
Ryan, LaRessa	PN Lab	Adjunct	05/22/23	06/30/24	\$ 41.50	Time Entry
Ryan, LaRessa	PN non-instrucational	Adjunct	05/22/23	06/30/24	\$ 22.00	Time Entry
Schroeder, Mark	Upward Bound	UB Camp Instructor	06/05/23	06/29/23		\$ 3,200.00
Siefker, Todd	Upward Bound	UB Camp Instructor	06/05/23	06/29/23		\$ 3,200.00
Stark, Heather	Physical Plant	Groundskeeper	05/13/23	08/31/23	\$ 14.00	Time Card
Wendel, Ann	A.D.N & PN Clinical	Adjunct	05/17/23	06/30/24	\$ 52.00	Time Entry
Wendel, Ann	A.D.N & PN Lab	Adjunct	05/17/23	06/30/24	\$ 41.50	Time Entry
Wendel, Ann	A.D.N & PN Non Instructional	Adjunct	05/17/23	06/30/24	\$ 22.00	Time Entry

APPLICATION FOR PAYMENT

To:
WITCC
4647 STONE AVE
SIOUX CITY, IA 51106

PROJECT:
471-22F-B
WITCC BOOKSTORE RELOCATION
4647 STONE AVENUE
SIOUX CITY, IA 51106

From Contractor:
L & L BUILDERS CO.
2205 4th ST
SIOUX CITY, IA 51101

VIA ARCHITECT:
JEO CONSULTING GROUP
2000 Q STREET, STE 500
LINCOLN, NE 68503

Application No.:	Application Date:	Period To:	Contract Date:
5	MAY 11, 2023	MAY 15, 2023	NOV 17, 2022
Project Nos:			
Distribution List:	<input type="checkbox"/> Owner	<input type="checkbox"/> Construction Mgr	
	<input type="checkbox"/> Architect	<input type="checkbox"/> Field	
	<input type="checkbox"/> Contractor	<input type="checkbox"/> Other	

CONTRACT FOR:

Contractor's Application for Payment

Application is made for payment as shown below, with attached Continuation Sheet.

1. Original Contract Amount: \$ 494,000.00
2. Net of Change Orders: \$ 0.00
3. Net Amount of Contract: \$ 494,000.00
4. Total Completed & Stored to Date: \$ 472,741.00
5. Retainage Summary:
 - a. 5.00 % of Completed Work \$ 23,637.05
 - b. 5.00 % of Stored Material \$ 0.00

Total Retainage: \$ 23,637.05
6. Total Completed Less Retainage: \$ 449,103.95
7. Less Previous Applications: \$ 405,688.95

8. Current Payment Due, This Application: \$ 43,415.00

9. Contract Balance (Including Retainage): \$ 44,896.05

CHANGE ORDER Activity	Additions	Subtractions
Total previously approved:	0.00	0.00
Total approved this Month:	0.00	0.00
Sub Totals:	0.00	0.00
NET of Change Orders:	0.00	

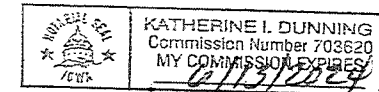
CONTRACTOR'S CERTIFICATION:

The Contractor's signature here certifies that, to the best of their knowledge, this document accurately reflects the work completed in this Application for Payment. The Contractor also certifies that all payments have been made for work on previous Applications for Payment and also that the Current Payment is Due.

(Authorizing Signature) *[Signature]* AS OWNER
L & L BUILDERS CO.
Date: MAY 11, 2023

State Authorized: Iowa
County of: WOODBURY

Subscribed and sworn to before
me this 11th day of May, 2023
Notary Public *Katherine L. Dunning*
My Commission expires: 6/13/2024



ARCHITECT'S CERTIFICATION:

The Architect's signature here certifies that, based on their own observations, the Contract Documents and the information contained herein, this document accurately reflects the work completed in this Application for Payment. The Architect also certifies the Contractor is entitled to the amount certified for payment.

AMOUNT CERTIFIED: \$43,415.00

[Signature] Date: 5/16/2023
(Architect's Signature)

OK [Signature]

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 2 of 2 Pages

From:

L & L BUILDERS CO.
2205 4th ST
SIOUX CITY, IA 51101

To:

WITCC
4647 STONE AVE
SIOUX CITY, IA 51106

Project:

471-22F-B
WITCC BOOKSTORE RELOCATION
4647 STONE AVENUE
SIOUX CITY, IA 51106

Application No: 5

Application Date: 5/11/2023

Period To: 5/15/2023

Contract Date: 11/17/2022

Architects Project#:

A Item No	B Description of Work	C Contract Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	BOND / PERMIT	5,905.00	5,905.00	0.00	0.00	5,905.00	100	0.00	295.25
2	GENERAL CONDITIONS	34,459.00	28,115.00	4,000.00	0.00	32,115.00	93	2,344.00	1,605.75
3	DEMO	13,600.00	13,600.00	0.00	0.00	13,600.00	100	0.00	680.00
4	CONCRETE	624.00	624.00	0.00	0.00	624.00	100	0.00	31.20
5	MASONRY	1,404.00	1,404.00	0.00	0.00	1,404.00	100	0.00	70.20
6	CARPENTRY	47,524.00	15,056.00	24,000.00	0.00	39,056.00	82	8,468.00	1,952.80
7	SEALANTS	944.00	944.00	0.00	0.00	944.00	100	0.00	47.20
8	OPENINGS	44,635.00	42,635.00	1,500.00	0.00	44,135.00	99	500.00	2,206.75
9	FINISHES - TECTUM WALL PANELS	1,292.00	1,292.00	0.00	0.00	1,292.00	100	0.00	64.60
10	GYP SUM / FRAMING	44,010.00	44,010.00	0.00	0.00	44,010.00	100	0.00	2,200.50
11	CEILING TILES	93,541.00	83,806.00	7,200.00	0.00	91,006.00	97	2,535.00	4,550.30
12	FLOORING	25,077.00	23,534.00	0.00	0.00	23,534.00	94	1,543.00	1,176.70
13	PAINTING	4,566.00	4,566.00	0.00	0.00	4,566.00	100	0.00	228.30
14	SPECIALTIES	4,890.00	2,590.00	0.00	0.00	2,590.00	53	2,300.00	129.50
15	HVAC	66,261.00	63,642.00	1,500.00	0.00	65,142.00	98	1,119.00	3,257.10
16	ELECTRICAL	105,268.00	95,318.00	7,500.00	0.00	102,818.00	98	2,450.00	5,140.90
		494,000.00	427,041.00	45,700.00	0.00	472,741.00	96	21,259.00	23,637.05

Application and Certificate for Payment

TO OWNER: Western Iowa Tech P.O. Box 5199 Sioux City, IA 51102	PROJECT: 2022 Gaylord Smith Reroof	APPLICATION NO: 5 PERIOD TO: 5/12/23	Distribution to: OWNER <input type="checkbox"/>
FROM CONTRACTOR: Guarantee Roofing & Siding Co., LLC. 2005 4th Street Sioux City, IA 51101	VIA ARCHITECT: Inspec, Inc. 5801 Duluth Street Golden Valley, MN 55422	CONTRACT FOR: 2022 Gaylord Smith Reroof CONTRACT DATE: 7/1/2022 PROJECT NOS: 215290	ARCHITECT <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> 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	\$ 510,494.00
2. NET CHANGE BY CHANGE ORDERS	\$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 510,494.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 363,825.00
5. RETAINAGE:	
a. <u>5</u> % of Completed Work (Columns D + E on G703)	\$ 18,191.25
b. _____ % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 18,191.25
6. TOTAL EARNED LESS RETAINAGE	\$ 345,633.75
(Line 4 minus Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 264,883.75
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 80,750.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$ 164,860.25
(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	\$	

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.

 AIA Document G702™ – 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

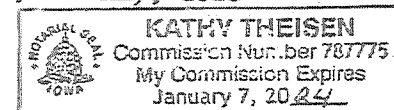
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:
 By: 
 State of: IA Fed. ID 42-0960902 Date: 5/12/23

 County of: Woodbury

 Subscribed and sworn to before me this 12th

 day of May, 2023

 Notary Public: 
 My commission expires: 1/7/24

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
 \$ 80,750.00 |

(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:
 By:  Date: 5/16/23

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.



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: 5
 APPLICATION DATE: 5/12/23
 PERIOD TO: 5/12/23
 ARCHITECT'S PROJECT NO: 215290

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>		BALANCE TO FINISH <i>(C - G)</i>	RETAINAGE <i>(If variable rate)</i>
			FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD		% <i>(G + C)</i>			
			1.	Mobilization/Staging		7,705	7,705		
2.	Labor	1,874	1,874	-0-	1,874	100	-0-	93.70	
3.	Roof Materials	219,153	201,594	-0-	201,594	92	17,559	10,079.70	
4.	Painting Materials	999	-0-	-0-	-0-	0	999	-0-	
5.	Painting Labor	7,000	-0-	-0-	-0-	0	7,000	-0-	
6.	Roofing Labor	139,358	12,358	80,000	92,358	66	47,000	4,617.90	
7.	Metal Stairs	3,095	2,300	-0-	2,300	74	795	115.00	
8.	Stair Labor	1,905	-0-	-0-	-0-	0	1,905	-0-	
9.	Roof Edge Metal	12,180	9,340	-0-	9,340	77	2,840	467.00	
10.	Metal Labor	8,120	1,000	-0-	1,000	12	7,120	50.00	
11.	HVAC Metal	37,000	8,300	-0-	8,300	22	28,700	415.00	
12.	HVAC Labor	14,455	7,500	-0-	7,500	52	6,955	375.00	
13.	Insulation	2,500	-0-	-0-	-0-	0	2,500	-0-	
14.	Electrical	7,500	7,500	-0-	7,500	100	-0-	375.00	
15.	Roof Drains	3,800	3,800	-0-	3,800	100	-0-	190.00	
16.	Plumbing Labor	3,800	1,500	-0-	1,500	39	2,300	75.00	
17.	Warranty/Bonding	5,640	4,054	-0-	4,054	71	1,586	202.70	
18.	Overtime	9,410	-0-	-0-	-0-	0	9,410	-0-	
19.	Proj.Mgmt., OH, Profit	25,000	10,000	5,000	15,000	60	10,000	750.00	
GRAND TOTAL		510,494	278,825	85,000	363,825		146,669	18,191.25	

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.

ADDENDUM TO THE MAY 2023 GRADUATION LIST

<u>NAME</u>	<u>PROGRAM</u>	<u>CITY</u>	<u>STATE</u>
Spencer J. Ivener-Hansen	Payroll Clerk-CERT	Sioux City	IA
Spencer J. Ivener-Hansen	Bookkeeping-CERT	Sioux City	IA
Jorge Santana	Arts & Sciences-AA (General Studies)	Sioux City	IA
Jarely Quevedo	Arts & Sciences-AA (General Studies)	Denison	IA
Paige R. Towner Schiltz	Industrial Welding-DIP	Sioux City	IA
Kara N. Gaskins	Arts & Sciences-AA (General Studies)	Springfield	MO
Brooke L. Boyle	Digital Marketing-AAS	Danbury	IA
Sebastian Berg	Technical Studies-AAS	Sioux City	IA
Quentin Hoffer	Technical Studies-AAS	Sioux City	IA
Lucas A. Johnson	Technical Studies-AAS	Sioux City	IA
Brady J. Wiggs	Agriculture Management-AAS	Onawa	IA



DATE: June 1, 2023

TO: Terry Murrell, President

FROM: Tawnya Beermann, Dean of Students
Jason Palsma, Registrar

RE: WITCC Spring 2023 Graduation Report

Background

WITCC continues to improve the graduation experience a little more each year. The following advancements were implemented this year:

- The Registrar's office leveraged new technology; implementing digital diploma services for all graduates. Digital credentials, which can be shared via social media and other platforms, are available to graduates 10-14 days after the commencement ceremony. This is an excellent opportunity to publicly showcase WITCC's contribution toward educating the communities we serve.
- Newly designed, 8x10 decorative credentials are now delivered to graduates weeks earlier, through a third-party vendor, improving the student experience while also reducing staff-time and postage costs.
- New and improved 8x10 diploma covers were issued to all graduates who participated in the commencement ceremony.
- The College has instituted a Community Partner Award, which allows WITCC to highlight collaborations and contributions, and show appreciation of a major community partner each year. Regina Roth was named the inaugural recipient of this award.

Spring 2023 Commencement 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

6:30 PM Career & Tech programs (non-medical), and HISED and Gateway to College

Spring 2023 graduation numbers reflect a slight decline compared with last year. However, this is in line with the recent decline in enrollment. We anticipate a rebound in the Arts & Science areas, with the Title III grant focus on a more simplified completion and transfer planning process for students.



Outcomes:

	SPRING SEMESTER CREDENTIALS AWARDED								
	YEAR AWARDED								
	2023	2022	2021	2020	2019	2018	2017	2016	2015
Academic Degree	May	May	May	May	May	May	May	May	May
Associate of Arts	47	52	53	73	62	67	95	68	55
Associate of Science	1	4	7	12	7	8	10	5	9
Associate of General Studies	4	4	7	4	3	2	4	4	5
Associate of Applied Science	247	272	241	257	274	276	275	272	285
Total Associate Degrees	299	332	308	346	346	353	384	349	354
Diplomas	297	330	339	319	329	377	316	350	287
Certificates	377	414	368	356	482	398	511	481	498
Total Credentials Awarded	973	1076	1015	1021	1157	1128	1211	1180	1139

**MEMO**

DATE: June 8, 2023

TO: Dr. Terry Murrell, President

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

RE: Project Home Agreement Home Builders Association of Greater Siouxland

The Home Builders Association of Greater Siouxland partners with Western Iowa Tech Community College and the Construction program in the construction of a project home. This is the twenty-first annual partnership agreement.

Under this arrangement, the Home Builders Association assumes the responsibilities of general contractor, i.e., providing the building site, foundation, construction materials, project oversight and management of all financial obligations. Western Iowa Tech Community College provides instructional oversight, student labor, and support for an open house.

This partnership has resulted in expanded learning opportunities for the Construction program students by broadening the scope of the project. This agreement eliminates the College's financial risk of selling the completed project house. The Home Builders agreement includes an annual award of \$5,000 to Western Iowa Tech Community College and the Construction programs.

The Home Builders Association and Western Iowa Tech Community College are very pleased with how this partnership and arrangement has benefitted WITCC students and the HBA. The attached agreement continues the current relationship for the 2023 - 2024, academic year.

Recommendation:

It is the administrative recommendation that the Board approves the 2023 - 2024 "Project Home" agreement with the Home Builders Association of Greater Siouxland.

HOME BUILDERS ASSOCIATION OF GREATER SIOUXLAND

AGREEMENT

2023-2024 "PROJECT HOME"

This agreement is made this 12th day of June, 2023 by and between the Home Builders Association of Greater Siouxland, hereafter called the "Association" and Western Iowa Tech Community College, hereafter called "WITCC",

Whereas, the parties agree that they will cooperate in the construction and sale of a "project home" to be built by students of the WITCC Construction Program; and,

Whereas, the parties believe that it is in their best interests to train and stimulate the interests of the students in the trades of the construction industry; and

Whereas, the parties desire to express the responsibilities of each party in writing; it is, therefore, agreed:

1. **Home Plan Selection:** The home plan selected for construction shall be acceptable to the Association and to WITCC's designated representatives.
2. **Obligations of Association:** The Association agrees to assume the following responsibilities and obligations:
 - a. Assume the responsibilities as general contractor/owner, i.e., purchasing the lot and materials, handling all financial obligations, selecting subcontractors and suppliers, etc. WITCC shall not have any financial responsibility with regard to purchase of the lot or materials;
 - b. Provide a committee to assist in coordinating the project and serve as a review, inspection and consultation group;
 - c. Provide builder's risk and comprehensive liability insurance coverage's. The Association shall provide certificates of insurance to WITCC showing that they have obtained insurance in amount of no less than \$1,000,000 prior to initiating the project. In addition, the Association shall require all subcontractors to provide certificates of insurance to the Association and WITCC with a limit of not less than \$500,000. WITCC shall also provide the Association with a certificate regarding its insurance, listing Home Builders Association of Greater Siouxland as an Additional Insured on the insurance certificate in consideration of negligence attributable to WITCC, its instructors and students.

- d. Assume all future liabilities for the home as may be required by applicable state law. The Association further agrees to hold WITCC harmless and to indemnify WITCC from any and all claims which may arise from the construction of the house including the foundation and all other construction. This provision does not expand any provision of applicable state law as to third parties and does not create any cause of action or recourse for third parties other than that which exists under applicable state law;
 - e. Assume all responsibilities for the marketing and sale of the home;
 - f. Assume all responsibilities for the organization of an "open house" for the public to view the home;
 - g. Ensure that necessary work is done on the foundation and property so that it is ready for beam installation no later than the first day of the 2023-24 WITCC Fall Semester (weather permitting). A list of the expected tasks completed is attached (Appendix "A"). If the foundation is not completed in a timely fashion due to weather conditions or scheduling problems; the general contractor will provide laborers to get the project back on schedule;
 - h. Provide the skilled labor which will be needed on the project with the costs of the skilled labor to be paid from the project proceeds;
 - i. After the sale of the home, provide \$5,000 to WITCC for the construction trades program.
 - j. Provide restroom facilities on job site
 - k. Provide signage for the construction site
3. **Obligations of WITCC:** WITCC agrees to assume the following responsibilities and obligations;
- a. Provide the labor, tools, instructor and supervision for the construction of the home. "Labor" is understood to include all general carpentry and construction, including assist concrete contractor, as able and available, framing, roofing, siding, insulating, sheetrock work, including texturing, paint walls and ceilings (color chosen by HBA), cabinet installation, door hanging, and interior millwork, timely orders of materials needed, provide necessary tools for construction and provide student transportation to the jobsite.

- b. Provide electrical labor including installation of the meter and service panels, rough wiring, and wiring trim-out, including hanging lighting fixtures. Where applicable, provide “helper” labor for HVAC and concrete;
 - c. Provide to HBA an expected Fall schedule/timeline of the 2023 – 2024 project home construction no later than May 15th 2023 (Appendix “B”). Timely notify the contractor of the dates on which it is anticipated that paid skilled labor will be needed so that the contractor can schedule the skilled labor;
 - d. WITCC understands that any physical injury which occurs to the students or instructor would only be covered under the applicable current insurance coverage of WITCC. WITCC would provide proof of insurance on each student.
 - e. Provide instructors , school officials and students to assist in staffing the “open house”;
 - f. Provide representation to the Association’s project home committee;
 - g. All construction performed by WITCC shall be done in a careful worker-like manner in compliance with the applicable provisions of the local building codes of applicable city. Should the work on the project not meet the Home Builders Association’s satisfaction, WITCC will attempt to rectify each alleged deficiency, provided the Home Builders Association will secure the necessary materials and/or equipment and provided the alleged deficiency is not the fault of the plans and specifications. The alleged deficiency will be rectified only with the students enrolled in the Construction Trades program(s) and at no expense to WITCC.
 - h. **Modification of Agreement:** If any changes become necessary in this agreement, they will be reached mutually by both parties and without recourse against the other.
4. **Conflict Resolution:** If any dispute arises regarding the interpretation or application of this agreement, the parties agree to first attempt to resolve the conflicts through negotiation. If the parties are unable to resolve the conflict through negotiation, the parties agree to submit the dispute to binding arbitration before a single arbitrator.
5. **Whole Agreement:** This agreement constitutes the whole agreement of the parties.
6. **Signatures:** The persons signing this agreement affirmatively represent that they have been duly authorized by their respective party to execute this agreement and further represent that the parties hereto have agreed to all regulations, terms and conditions of this agreement.


Western Iowa Tech Community College

**Home Builders Association
Of Greater Siouxland**

By: _____
Board President
Russell Wray

BY:  _____
President
Bruce Kalin

By: _____
Board Secretary
Brenda Wright

BY:  _____, Executive Officer
Executive Officer
Terri Schelm

Appendix "A"

Project Home (WITCC / HBA)

Expectations of completed items by the first day of class

Following are the items that are expected to be completed by the first day of class, so that the Construction Class can smoothly and efficiently begin work on the project home in accordance with the curriculum:

All permits obtained

Hole dug and foundation installed

Plumbing under the basement floor installed

Basement floor poured

Backfilling done and compacted (at least where the garage floor, driveway and front concrete will be poured)

Garage Floor poured

Driveway poured

Underground water/sewer installed

Required silt fence and erosion control installed

Windows, doors, and trusses ordered

A good start on the planning for exterior finish choice (shingles, siding, soffit)

Appendix “B”

Timeline for Project Home

Fall, 2023-24

By June 30: Final blueprints secured and turned in to the permit center

July 20: All permits secured and ready to dig.

July 26-30: Foundation poured and waterproofed

August 2-4: Plumbing in the basement done

August 5-6: Basement floor poured

August 9-13: Underground utilities in: Electrical service in

August 16 – 20: Garage floor and driveway poured

August 23: CLASSES BEGIN. With Foundation in, basement floor poured, garage floor poured, driveway poured, underground utilities in.

August 28: Posts, beams and floor system on site. **Window sizes needed**

August 31: Subfloor needed

September 5: Begin framing exterior walls, Stair installation

September 12: Begin Framing Interior Walls

September 18: Final wall framing, Double top plate, plumbing and bracing

September 20: Wall sheathing

September 25: Truss rafters needed on site

October 2: Facia board, roof sheathing

October 9: Begin roofing: Plumbing rough in

October 17: Roofing complete, Electrician may begin.

October 18-20: FALL BREAK

October 23: Miscellaneous interior framing, Soffit begins.

October 23-31: Soffit and facia,

October 31: Window installation, Siding begins.

November 8: Deck Framing and construction, Stone finish, siding

November 16-23: Miscellaneous interior finishing, siding, **Electricians Done**

November 28 – December 8: Wall insulation, Tray Ceiling construction, and Drywall ceilings

December 13 – 19: Drywall walls, miscellaneous

December 19: Last day of the semester



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 6, 2023

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 2023 contract will fund the full-time position of the WIT SBDC Executive Director. Furthermore, it identifies a cash match from the subcontractor of \$ 36,142 for FY 2023.

Recommendation:

It is the administrative recommendation that the Board approve the FY 2023 subcontract agreement with Iowa State University of Science and Technology for operation of the WIT Small Business Development Center.

Subcontract Agreement

No. 026829M ("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"): Western Iowa Tech Community College
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: SBAOEDSB230041 Federal Award Date: 12/08/2022 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"): 2023 SBA Cooperative Agreement	
Subcontract Period of Performance ("Period of Performance"): Start Date ("Start Date"): January 1, 2023 End Date ("End Date"): December 31, 2023	
Amount Funded This Action: \$97,549.00	Cost-Share Required This Action: \$36,142.00
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 15th 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.
- H. **Quarterly Review.** SBDC State Office will perform quarterly review of expenditures and cost-share contributed. If Subcontractor is 30% below anticipated expenditures, SBDC State Office will request Subcontractor to provide written justification. This Agreement, including Attachment 5 (Scope of Work and Budget) may be amended accordingly, at the sole discretion of the SBDC State Office.

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 (WITCC):

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Attachment 1
Certifications and Assurances
(applicable as checked)

Subcontract Number:

026829M

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 \$30,000 or more, the Subcontractor must have a Unique Entity Identification (UEI) 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, 51 pages.

1. DATE ISSUED MM/DD/YYYY 12/08/2022		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 59.037 - SMALL BUSINESS DEVELOPMENT CENTERS			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. SBAOEDSB230041-01-00 Formerly		5. TYPE OF AWARD Training	
4a. FAIN SBAOEDSB230041		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 01/01/2023		Through 12/31/2024	
7. BUDGET PERIOD MM/DD/YYYY From 01/01/2023		Through 12/31/2024	
8. TITLE OF PROJECT (OR PROGRAM) Small Business Development Centers			

U.S. Small Business Administration

Office of Grants Management (OGM)

Small Business Administration
409 3rd St, SW
Washington, DC 20416

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
15 U.S.C. 648(a)(1); 13 C.F.R. Part 130

9a. GRANTEE NAME AND ADDRESS
IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY
515 Morrill Rd
1350 Beardshear Hall
Ames, IA 50011-2105

9b. GRANTEE PROJECT DIRECTOR
Ms. Lea Shirkat
515 Morrill Rd
1350 Beardshear Hall
Ames, IA 50011-0001
Phone: 515-294-2037

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Andrea Rich
515 Morrill Rd
1350 Beardshear Hall
Ames, IA 50011-2105
An authorized representative electronically signed the award on 12/13/2022

10b. FEDERAL PROJECT OFFICER
Ms. Nicole Vincent
409 3rd St SW
Washington, DC 20416-0011
Phone: 771-888-6370

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	883,528.00
b. Fringe Benefits	303,098.00
c. Total Personnel Costs	1,186,624.00
d. Equipment	0.00
e. Supplies	7,943.00
f. Travel	67,968.00
g. Construction	3,089.00
h. Other	41,588.00
i. Contractual	53,145.00
j. TOTAL DIRECT COSTS	1,360,357.00
k. INDIRECT COSTS	232,495.00
l. TOTAL APPROVED BUDGET	1,592,852.00
m. Federal Share	257,327.00
n. Non-Federal Share	1,335,525.00

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	257,327.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	257,327.00
13. Total Federal Funds Awarded to Date for Project Period	257,327.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION	
b. ADDITIONAL COSTS	<input checked="" type="checkbox"/>
c. MATCHING	
d. OTHER RESEARCH (Add / Deduct Option)	
e. OTHER (See REMARKS)	

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)
See next page

GRANTS MANAGEMENT OFFICIAL:

Edna Greene, Program Analyst
409 3rd Street, 6th Floor
Washington, DC 20416-2041
Phone: 12022059424

17. OBJ CLASS 4110	18a. VENDOR CODE 1426004224A1	18b. EIN 426004224	19a. UEI DQDBM7FGJPC5	19b. DUNS 005309844	20. CONG. DIST. 04
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. 2023.340400DB.60300	b. OEDSB230041A	c. OEDSB	d. \$257,327.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 12/08/2022
GRANT NO. SBAOEDSB230041-01-00	

REMARKS:

The project period and budget period for this award is from 01/01/2023 to 12/31/2024 for a total amount of \$1,225,368.00 in Federal funds. However, Federal funding available at this time is limited to \$257,327.00 for this budget period. Receipt of any future funding is contingent upon the availability of funds from Congress, satisfactory performance and is at the sole discretion of the Small Business Administration. The Small Business Administration is not liable for any obligations, expenditures, or commitments which involves any amount in excess of Federal financial assistance presently available.

No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under this award. Notifications affecting funding or notice of non-availability of additional funding for future years will be made only by the Grants Officer.

AWARD ATTACHMENTS

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

SBAOEDSB230041-01-00

1. 2023 IA SBDC Specific T&Cs
2. FY22 SBA Standard Terms and Conditions

Program Terms and Conditions

These program Terms and Conditions are specific to the SBDC program. They can be found:

<https://www.sba.gov/document/support-sbdc-program-terms-conditions>.

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

*Program Term 2: Points of Contact

1. 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

2. 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.hackney@sba.gov

*See additional Point of Contacts on Notice of Award.

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 as follows:

- Unique Clients Served – **3,024**
- Jobs Supported – **7,900**
- New Business Starts – **150**
- Capital Infusion (to include SBA loans, non-SBA loans, and equity investment) – **\$51,615,596**

Program Term 8: Reporting Requirements

Please see below an exception to this section of the Program Year 2023 SBA Award Program Terms and Conditions for the Small Business Development Center Program.

EXCEPTION: FY/CY2023 Financial and Programmatic reports must be uploaded to GrantSolutions as a Grant Note. These reports are no longer emailed to SBDCPayments@sba.gov.

You must continue to email the Financial and Programmatic reports to the SBA District Office SBDC Project Officer.

Program Term 18: Funds Management and Payment

To receive reimbursement (i.e., payment) for the Small Business Development Center FY/CY 2023 Awards issued through the GrantSolutions grant management system, You must enter the **Payment Cooperative Agreement Number (PCAN)** on the Request for Advance or Reimbursement (SF-270). The **PCAN** can be found on this document in the header section. You must enter the **PCAN** in Block 4 on the SF-270.

The SF-270 must be uploaded to GrantSolutions as a Grant Note. The SF-270 is no longer emailed to SBDCPayments@sba.gov.

Program Term 46: Approved Budget

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 (ISU) - Lead Center
2. Iowa State University - Mid Iowa SBDC
3. Iowa State University - ISU SBDC
4. Eastern Iowa Community College District - Eastern Iowa SBDC
5. Iowa Western Community College - Iowa Western SBDC
6. Indian Hills Community College - Indian Hills SBDC
7. Kirkwood Community College - Kirkwood SBDC
8. Iowa Central Community College - North Central Iowa SBDC
9. Northeast Iowa Community College - Northeast Iowa SBDC
10. North Iowa Area Community College - North Iowa Area SBDC

RECIPIENT: Iowa State University of Science and Technology
COOPERATIVE AGREEMENT NO.: SBAOEDSB230041-01-00
PAYMENT COOPERATIVE AGREEMENT NO.: SBAHQ23B0017
ADMINISTRATIVE CODE: NO: 3603001EZ03789

CALENDAR YEAR NOTICE OF AWARD
DATE ISSUED: 12/08/2022

Page 3 of 3

11. Iowa Lakes Community College - Northwest Iowa SBDC
12. Southwestern Iowa Community College - South Central Iowa SBDC
13. Southeastern Community College - Southeastern SBDC
14. University of Northern Iowa - UNI SBDC
15. University of Iowa - UOI SBDC
16. Western Iowa Tech Community College - WIT SBDC



U.S. Small Business
Administration

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.

Federal Grants

On December 22, 2020, the United States District Court for the Northern District of California issued a preliminary injunction, enjoining Sections 4 and 5 of Executive Order 13950 "Combating Race and Sex Stereotyping." So long as the December 22, 2020 preliminary injunction remains in force, the government shall not insist on, impose, or include—or instruct, require, facilitate, or permit any agency to insist on, impose, or include—conditions in any grant program requiring grant recipients or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order; and the government shall not enforce any such conditions imposed on recipients and subrecipients to the extent they have already been included in government grants or subawards. To the extent that you have included the Executive Order's provisions in subawards, please provide those subaward recipients with a copy of this notice.

- The Preliminary Injunction prohibits the Government from requiring grant or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order. Therefore, until further notice, agencies must take all necessary steps to ensure that any new grants and notices of funding opportunities do not contain any provision that would require recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order.
- For any existing grant that requires recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order, agencies must not take any action to enforce those particular provisions. Accordingly, agencies must take all reasonable steps to ensure their workforces understand that during the time the preliminary injunction remains in force, they:
 1. shall not insist on, impose, or include—or instruct, require, facilitate, or permit any agency to insist on, impose, or include—conditions in any grant program requiring grant recipients or subaward recipients to certify that they will not use federal funds to promote any of the concepts set forth in Section 5 of the Executive Order; and
 2. shall not enforce any such conditions imposed on recipients and subrecipients to the extent those conditions have already been included in government grants or subawards.
- In addition, agencies shall take all reasonable steps to notify recipients and subrecipients who have already been awarded government grants or subawards subject to those conditions, such as by providing them with the following notice:

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.fsrs.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/excomp.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/excomp.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.

1. DATE ISSUED MM/DD/YYYY
04/19/2023

1a. SUPERSEDES AWARD NOTICE dated 12/08/2022
except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
59.037 - SMALL BUSINESS DEVELOPMENT CENTERS

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. SBAOEDSB230041-01-01
Formerly

5. TYPE OF AWARD
Training

4a. FAIN SBAOEDSB230041

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
From 01/01/2023 Through 12/31/2024

7. BUDGET PERIOD MM/DD/YYYY
From 01/01/2023 Through 12/31/2024

U.S. Small Business Administration
Office of Grants Management (OGM)

Small Business Administration
409 3rd St, SW
Washington, DC 20416

NOTICE OF AWARD
AUTHORIZATION (Legislation/Regulations)
15 U.S.C. 648(a)(1); 13 C.F.R. Part 130

8. TITLE OF PROJECT (OR PROGRAM)
Small Business Development Centers

9a. GRANTEE NAME AND ADDRESS
Iowa State University of Science and Technology
515 Morrill Rd
1350 Beardshear Hall
Ames, IA 50011-2105

9b. GRANTEE PROJECT DIRECTOR
Ms. Lisa Shimkat
515 Morrill Rd
1350 Beardshear Hall
Ames, IA 50011-0001
Phone: 515-294-2037

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Andrea Rich
515 Morrill Rd
1350 Beardshear Hall
Ames, IA 50011-2105
An authorized representative electronically signed the award on 04/20/2023

10b. FEDERAL PROJECT OFFICER
Ms. Nicole Vincent
409 3rd St SW
Washington, DC 20416-0011
Phone: 771-888-5370

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 1,243,346.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Period 0.00	
a. Salaries and Wages	1,481,136.00	c. Less Cumulative Prior Award(s) This Budget Period 257,327.00	
b. Fringe Benefits	541,067.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 986,019.00	
c. Total Personnel Costs	2,022,203.00	13. Total Federal Funds Awarded to Date for Project Period 1,243,346.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	10,235.00	YEAR	TOTAL DIRECT COSTS
f. Travel	100,308.00	a. 2	d. 5
g. Construction	67,410.00	b. 3	e. 6
h. Other	74,415.00	c. 4	f. 7
i. Contractual	0.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	2,274,571.00	a. DEDUCTION	
k. INDIRECT COSTS	304,300.00	b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET	2,578,871.00	c. MATCHING	
m. Federal Share	1,243,346.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	1,335,525.00	e. OTHER (See REMARKS)	
REMARKS (Other Terms and Conditions Attached - <input checked="" type="radio"/> Yes <input type="radio"/> No) Block 7, Budget Period is changed to: 01/01/2023 - 12/31/2023.		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
This Award has a one-year budget period and a two-year period of performance. You, the Non-Federal Entity may expend funds within the period of performance.		a. The grant program legislation.	
All other Terms and Conditions remain the same.		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

GRANTS MANAGEMENT OFFICIAL:
Edna Greene, Program Analyst
409 3rd Street, 6th Floor
Washington, DC 20416-2041
Phone: 12022059424

17.OBJ CLASS 4110	18a. VENDOR CODE 1426004224A1	18b. EIN 428004224	19a. UEI DQDBM7FGJPC5	19b. DUNS 005309844	20. CONG. DIST. 04
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. 2023.340400DB.603001	b. OEDSB230041A	c. OEDSB	d. \$986,019.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

AWARD ATTACHMENTS

Iowa State University of Science and Technology

SBAOEDSB230041-01-01

1. SBA FY23 Terms and Conditions

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 Executive Schedule (ES) sets the yearly salaries for top government officials, including the leaders and senior personnel in over 75 Federal government agencies.

The Executive Level II salary cap limitation for calendar year (CY) 2022 was increased to \$203,700 by Executive Order 14061 effective January 2nd. An individual's Institutional Base Salary (IBS) should be reflected in the proposal budget or budget justification section for all salary requests.

The current Executive Level II salary can be found at the Office of Personnel Management's website at [General Schedule \(opm.gov\)](https://www.opm.gov)

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. 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.
- b. Promptly advise SBA of any difficulties You encounter or anticipate encountering that may affect the conduct of Your project.
- c. 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.
 - a. 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.
 - b. 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.
 - c. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."
- d. 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.
- e. Promote SBA programs, products, and services to clients, as appropriate.
- f. Maintain adequate, readily accessible facilities for assisting clients, including satellite locations where appropriate.
- g. 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.
- h. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
- i. 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.

- j. Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc.
- k. 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.fsrs.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/excomp.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/excomp.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 subsection 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.

29. 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

30. 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

31. 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).

32. Standard Term - UEI

As of April 4, 2022, the Federal government stopped using the DUNS Number to uniquely identify entities. Now, entities doing business with the Federal government use the Unique Entity ID created in SAM.gov.

If your entity is registered in SAM.gov, your Unique Entity ID has already been assigned and is viewable in SAM.gov. This includes inactive registrations. The Unique Entity ID is located on your entity registration record.

33. 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).

34. 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).

35. 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.

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subcontract Number:

026829M

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: 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:

1350 Beardshear Hall
515 Morrill Road
Ames, IA 50011

Attachment 3B
Subcontractor Contacts

Subcontract Number:

026829M

Subcontractor Information

Entity's UEI Name:

EIN No.: Institution Type:

UEI: 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: Zip Code+4:

Subcontractor Contacts

Central Email:

Website:

Principal Investigator Name:

Email: Telephone Number:

Administrative Contact Name:

Email: Telephone Number:

Financial Contact Name:

Email: Telephone Number:

Authorized Official Name:

Email: Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subcontract Number:

026829M

Subcontractor:

Institution Name:

PI Name:

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:

026829M

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:

026829M

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 \$
Indirect Costs \$
Total Costs \$

All amounts are in United States Dollars

Attachment 5

To the attached Subcontract with Western Iowa Tech Community College

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 2023
Budget Sheet - Contract Funds
 Western Iowa Tech
 1/1/2023-12/31/2023

	SBA CONTRACT FUNDS	STATE CONTRACT FUNDS	TOTAL CONTRACT FUNDS	CENTER MATCH	TOTAL FUNDS
SALARIES, WAGES, TUITION					
Director	44,618	21,293	65,911	4,628	70,539
Assoc. Directors			0		0
Professional Staff			0		0
Grad/Students			0		0
Administrative Staff			0	1,701	1,701
Total Employees	44,618	21,293	65,911	6,329	72,240
BENEFITS	21,418	10,220	31,638	2,528	34,166
CONSULTANTS			0	2,945	2,945
TRAVEL					
In-State Travel			0	7,000	7,000
Out of State Travel			0	2,000	2,000
PERMANENT EQUIPMENT			0		0
SUPPLIES			0		0
Sub-Total	21,418	10,220	31,638	14,473	46,111
OTHER					
Telephone			0		0
Postage			0	1,500	1,500
Printing & Copying			0	1,500	1,500
Computer Service & Maintenance			0		0
Meetings/Trainings			0	8,500	8,500
Research & Publications			0	1,500	1,500
Certification/Dues			0	500	500
Facilities			0		0
Marketing			0	1,840	1,840
Total Other	0	0	0	15,340	15,340
TOTAL DIRECT COSTS	66,036	31,513	97,549	36,142	133,691
INDIRECT COST CHARGES			0		0
TOTAL	66,036	31,513	97,549	36,142	133,691

Attachment 6
Other Attachments

No additional attachments are included in this Subcontract

1. SBDC Financial Report (Invoice)
2. Program Income Account Statement
- 3.
- 4.
- 5.
- 6.

Small Business Development Center Financial Report

CENTER NAME	CENTER LOCATION (CITY)		FOR THE PERIOD
XXXXX	XXXXX		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 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 penalty 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




Western Iowa Tech
Community College
4647 Stone Avenue
P.O. Box 5199
Sioux City, IA 51102-5199
712-274-6400
800-352-4649
Fax: 712-274-6412
www.witcc.edu

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

DATE: June 6, 2023

TO: Dr. Terry Murrell, President

FROM: Troy A. Jasman, Vice President of Finance/Admin. Services 

RE: **CHANGE ORDER #1 WITCC BOOKSTORE RELOCATION PROJECT**

Background Information

Attached to this memo is change order #1 for the Bookstore Relocation Project with L & L Builders Co., Sioux City, Iowa.

Change order #1 is to reduce the amount of the contract due to the contractor exceeding the substantial completion date per the contract. This change order will reduce the contract by \$4,000.00.

Administrative Recommendation

It is the Administrative Recommendation that the College approves change order #1 for \$4,000.00 to L & L Builders Co. of Sioux City, Iowa to decrease the Bookstore Relocation Project original contract amount.



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
2022 WITCC Bookstore Relocation
Sioux City, IA

CONTRACT INFORMATION:
Contract For: General Construction
Date: November 17, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 6/6/2023

OWNER: *(Name and address)*
Western Iowa Tech Community College
4647 Stone Ave. Sioux City, IA 51106

ARCHITECT: *(Name and address)*
JEO Architecture, Inc.
2000 Q St., Suite 500 Lincoln NE 68503

CONTRACTOR: *(Name and address)*
L&L Builders Co.
2205 Fourth St. PO Box 1497, Sioux City,
IA 51102

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The Substantial Completion Date of May 15, 2023 being exceeded by eight days to May 23, 2023, liquidated damages are assessed at a rate of \$500.00 per day per Section 00 21 13 Instruction to Bidders, 1.02 Contract Time. The amount total being \$4,000.00. The warranty period will be established from the substantial completion date of May 23, 2023.

The original Contract Sum was	\$	494,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	494,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	4,000.00
The new Contract Sum including this Change Order will be	\$	490,000.00

The Contract Time will be increased by eight (8) days.
The new date of Substantial Completion will be May 23, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

JEO Architecture, Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Marvin C. Larson, Sr. Project Manager

PRINTED NAME AND TITLE

6/6/2023

DATE

L&L Builders Co.

CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Western Iowa Tech Community College

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



Western Iowa Tech
Community College

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Cherokee Campus
& Conference Center

Denison Campus

Le Mars Center

Mapleton Center

Sioux City Campus

DATE: June 5, 2023

TO: Dr. Terry Murrell, President

FROM: Kyle Hueser, Director of Physical Plant and College Safety

RE: **CHANGE ORDER #1 FOR CHILLER AND PUMP
REPLACEMENT – DR. ROBERT KISER BUILDING
PROJECT**

Background Information

Attached to this memo is change order #1 for the Chiller and Pump Replacement – Dr. Robert Kiser Building Project with C.W. Suter & Son, Inc. of Sioux City, Iowa.

Change order #1 is to release the unused contingency as set up as part of the original project. The College did not use any of the \$50,000.00 contingency amount. This change order to release the unused portion of the contingency amount will reduce the contract by \$50,000.00.

Administrative Recommendation

It is the Administrative Recommendation that the College approves change order #1 for \$50,000.00 to C.W. Suter & Son, Inc. of Sioux City, Iowa to decrease the Chiller and Pump Replacement Project original contract amount.

AIA® Document G701® – 2017

*Where the word 'Architect' or 'Architecture' appears in this Contract, insert 'Engineer' or 'Engineering'.

Change Order

PROJECT: *(Name and address)*
WITCC Dr. Robert Kiser Building Chiller and Pump Replacement
4647 Stone Avenue
Sioux City, IA 51106

CONTRACT INFORMATION:
Contract For: General Construction

Date: March 16, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: June 5, 2023

OWNER: *(Name and address)*
Western Iowa Tech. Community College

4647 Stone Avenue
PO Box 5199
Sioux City, IA 51102-5199

ARCHITECT: *(Name and address)*
Engineering Design Associates, Inc. (EDA Inc.)
385 12th Street, N.E.
Sioux Center, IA 51250

CONTRACTOR: *(Name and address)*
C.W. Suter & Son Inc.

1800 11th Street
Sioux City, IA 51101

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

This change order is to remove the unused contingency amount of \$50,000 from the contract.

The original Contract Sum was	\$ 828,900.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 828,900.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 50,000.00
The new Contract Sum including this Change Order will be	\$ 778,900.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be Unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineering Design Associates, Inc. (EDA Inc.)

C.W. Suter & Son Inc.

Western Iowa Tech. Community College

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*


SIGNATURE

SIGNATURE

SIGNATURE

Dale E. Woudstra, P.E.
PRINTED NAME AND TITLE

Ron Andersen, Vice President
PRINTED NAME AND TITLE

Russell C. Wray, Board President
PRINTED NAME AND TITLE

6-5-2023
DATE

DATE

DATE



■
**Western Iowa Tech
 Community College**
 4647 Stone Avenue
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■
**Cherokee Campus
 & Conference Center**
 Denison Campus
 Le Mars Center
 Mapleton Center
 Sioux City Campus

DATE: June 6, 2023

TO: Dr. Terry A. Murrell, President

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

RE: WITCC BOOKSTORE RELOCATION PROJECT
 Certificate of Substantial Completion

Background Information

The WITCC Bookstore Relocation Project on the Sioux City, Iowa campus of Western Tech Community College is completed. Attached to this memo is the Certificate of Substantial Completion.

The term substantial completion means that the College can occupy the space and that the warranty period has started except for any disputed punch list items.

The Administrative Recommendation

It is the administrative recommendation that the College approves the Certificate of Substantial Completion for the General Contractor, L & L Builders Co. for the WITCC Bookstore Relocation Project dated May 23, 2023.

AIA® Document G704® – 2017


Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> 2022 WITCC Bookstore Relocation Sioux City, IA	CONTRACT INFORMATION: Contract For: General Construction Date: November 17, 2022	CERTIFICATE INFORMATION: Certificate Number: 001 Date: 6/6/2023
OWNER: <i>(name and address)</i> Western Iowa Tech Community College 4647 Stone Ave. Sioux City, IA 51106	ARCHITECT: <i>(name and address)</i> JEO Architecture, Inc. 2000 Q St. Suite 500, Lincoln, NE 68503	CONTRACTOR: <i>(name and address)</i> L&L Builders Co. 2205 Fourth St PO box 1497, Sioux City, IA 51102

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

(Identify the Work, or portion thereof, that is substantially complete.)

All work identified in the Contract Documents and items identified by punch list #1, May 18, 2023; #2, May 24, 2023 and #3, May 30, 2023. All work was Substantially Complete May 23, 2023.

JEO Architecture, Inc.		Marvin C. Larson, Sr. Project Manger	May 23, 2023
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
All work shall commence warranties on May 23, 2023.

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
Work as identified by punch lists has been reviewed and accepted by the Owner.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within n/a (n/a) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$n/a

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
Work was complete and accepted prior to final completion date of June 1, 2023, Owner take full responsibility for security, insurance, utilities and damage to the work as of May 23, 2023.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

L&L Builders Co.			
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
Western Iowa Tech Community College			
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

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User Notes: (3B9ADA4F)




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Sioux City Campus

TO: Dr. Terry A. Murrell, President

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

DATE: June 7, 2023

RE: **CENTER FOR INCLUSIVE EXCELLENCE PROJECT**

On June 6, 2023, the College opened the bid for the Center for Inclusive Excellence Project on the Sioux City, Iowa campus. This project will create gathering spaces, offices, conference room and kitchenette with dining space for students. This space will be located within the Comet Learning Center. The College received a Title III grant that will provide \$250,000.00 towards the construction of this center. This project is scheduled to start prior to the start of the Fall 2023 Semester with a completion date in spring 2024. The College architects for this project is JEO Architects, South Sioux City, Nebraska. The estimate for this project is \$517,700.00.

The College received 1 bid for this project in the amount of \$428,000.00 for the base bid and \$8,000.00 for alternate #1 from H & R Construction of South Sioux City, Nebraska. The sole bid is \$81,700.00 or 15.78% under the architect's cost estimate. Funding for this project is to come from the Title III Grant as well as from the Plant Fund.

Recommendation

It is the administrative recommendation, as well as that from the architect, that the College accept the base bid of \$428,000.00 and the add alternate of \$8,000.00 from H & R Construction of South Sioux City, Nebraska for the construction of the Center for Inclusive Excellence for a total of \$436,000.00.



06/06/2023

Troy Jasman, Vice President of Finance and Administrative Services
Western Iowa Tech Community College
4647 Stone Ave.
Sioux City, Iowa 51102

RE: WITCC 2023 Center for Inclusive Excellence
JEO # 222355.00
Contractor Selection, Summary and Recommendation

Dear Mr. Jasman,

JEO has conducted a review of the bid received for the construction of the WITCC 2023 Center for Inclusive Excellence. Based on that review, we offer the following summary and recommendation.

The bid opening held June 6, 2023, had one (1) contractor participate and submit a bid. The bid is as follows:

1. H&R Construction: Base Bid - \$428,000.00
Bid Alternate #1: (Add)- \$8,000.00

Based on this number, we feel the bid is within the range of what can be expected on a project of this size and scope and is below the Architect's opinion of cost of \$517,700.00. The one (1) bidder indicated their bid price, provided a bid security, and acknowledged the two addenda that were issued prior to the bid date. JEO Architecture, Inc. contacted H&R Construction to review their bid, and based on this review, JEO recommends entering into a contract with H&R Construction for the base bid amount of \$428,000.00 and alternate #1 in the amount of \$8,000.00 for a total contract amount of \$436,000.00.

JEO has experience with H&R Construction on the successful Manning Fire Station also, as a consultant to them, providing engineering services. H&R has provided a preliminary list of sub-contractors and suppliers for the project as follows:

Millwork/Tops: Custom Woodworks
HM Frames/Doors/Hardware: Doors, Inc.
Glazing: Fargo Glass
Flooring/Tile: Thorton Flooring
Acoustical Ceilings: GM Acoustical
Painting: AK Painting
Specialties (Marker Board/Chair Rail): EPCO

Troy Jasman
06.06.2023
RE: WITCC 2023 Center for Inclusive Excellence
Page 2 of 2

Signage: Latitude Signage
Mechanical: Suter
Electrical: Metro

H&R has also provided a preliminary schedule for the project which is attached. The schedule is developed around the delivery of materials but is subject to change and the desire of WITCC to complete certain scope items around the school calendar.

At your direction JEO will continue to collaborate with you to move the Center of Inclusive Excellence Project forward.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marvin Larson".

Marvin Larson, AIA
JEO Architecture, Inc.

Enclosures: Bid Tab
Preliminary Project Schedule



Bid Tab

PROJECT | 2023 WITCC Center for Inclusive Excellence

JEO PROJECT NO. | 222355.00

LOCATION | Sioux City, Iowa


LETTING | 06/06/2023 at 02:00 PM CDT

Bidder	Total Base Bid	Acknowledge Addenda (2)	Bid Bond Present	Alternate #1 Add Cabinets and Countertops	Notes
H&R Construction South Sioux City, NE	\$428,000.00	Yes, 5/26/2023 6/1/2023	Yes, 5%	Add \$8,000.00	Substantial Completion Jan. 12, 2024, Final Jan. 26, 2024.
Ho-Chunk Construction Management South Sioux City, NE	No bid				
L&L Builders Co Sioux City, IA	No bid				
The Joseph Company, Inc Austin, MN	No bid				
Sweis Construction, LLC Sioux City, IA	No bid				



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TO: Dr. Terry A. Murrell, President
FROM: Troy A. Jasman, Vice President of Finance and
 Administrative Services/CFO 
DATE: June 6, 2023
RE: **ROCKLIN CONFERENCE CENTER STAGE PROJECT**

On June 6, 2023, the College opened the bid for the Rocklin Conference Center Stage Project on the Sioux City, Iowa campus. This project is to replace the temporary stage with a permanent stage that is assessible and compliant with the Americans With Disabilities Act. The current stage is a challenge for individuals with mobility issues. The permanent stage will have a ramp on one side. This project was scheduled to be completed during the Fall 2023 Semester. The College architects for this project is JEO Architects, South Sioux City, Nebraska. The estimate for this project is \$79,280.00.

The College received 1 bid for this project in the amount of \$136,000.00 from HCI Construction of South Sioux City, Nebraska. This bid is \$56,720.00 or 71.54% above the architect's cost estimate. Funding for this project was to come from the Plant Fund.

Recommendation

It is the administrative recommendation, as well as that from the architect, that the College reject the sole bid of \$136,000.00 from HCI Construction of South Sioux City, Nebraska due to large price difference. The College will work with the architect to determine if changes need to be made to the project before rebidding the project as the College is committed to completing this project.



06/07/2023

Troy Jasman, Vice President of Finance and Administrative Services
Western Iowa Tech Community College
4647 Stone Ave.
Sioux City, Iowa 51102

RE: WITCC 2023 Rocklin Conference Center Stage
JEO # 221933.00
Contractor Selection, Summary and Recommendation

Dear Mr. Jasman,

JEO has conducted a review of the bid that was received for the construction of the Rocklin Conference Center Stage. Based on that review, we offer the following summary and recommendation.

The bid opening held June 6, 2023, had one (1) contractor participate and submit a bid. The bid is as follows:

1. Ho-Chunk Construction Management. - \$136,000.00

Based on this number, we feel the bid is significantly outside the range of what can be expected on a project of this size and scope and exceeded the Architect's opinion of cost of \$79,280.00. The one (1) bidder indicated their bid price, provided a bid security, and acknowledged the one addendum that was issued prior to the bid date. In addition to a higher than anticipated bid number the bid was qualified to extend the completion date by an additional 30 days.

Based on the information summarized above and the fact that Ho-Chunk CM is the only bid received the options for the project would be to reject the bid and look at bidding at a later date, or to proceed with establishing a contract for construction with the bidder, Ho-Chunk CM and then go through a value engineering process to possibly reduce the total project cost. JEO's recommendation would be to reject the bid and consider rebidding at a later date that would better align with the school calendar.

Troy Jasman
06.07.2023
RE: WITCC 2023 Rocklin Conference Center Stage Project
Page 2 of 2

The one bid would seem to reflect the current construction market with extreme material fluctuations and Contractors with an extreme amount of work.

At your direction JEO will continue to collaborate with you to move the Rocklin Conference Center Stage Project forward.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marvin Larson".

Marvin Larson, AIA
JEO Architecture, Inc.

Enclosures: Bid Tab



Bid Tab

PROJECT | WITCC 2023 Rocklin Conference Center Stage

JEO PROJECT NO. | 221933.00

LOCATION | Sioux City, Iowa

LETTING | 06/06/2023 at 02:00 PM CDT

Bidder	Total Base Bid	Acknowledge Addenda (1)	Bid Bond Present	Notes
Ho-Chunk Construction Management South Sioux City, NE	\$136,000.00	Yes, 5/26/2023	Yes, 5%	Substantial Completion Oct. 29, 2023, Final Nov. 17, 2023. Expressed concerns on availability of finish materials.
Lejas Corporation Tempe, AZ	No bid			
Nelson Construction & Development Sioux City, IA	No bid			
Sweis Construction, LLC Sioux City, IA	No bid			



Date: June 8, 2023

To: Russ Wray, Board President

From: Dr. Terry Murrell, President

RE: ICCOC 28E Agreement

Western Iowa Tech Community College is a founding member of the Iowa Community College Online Consortium (ICCOC). In addition to Western Iowa Tech, current Tier 1 partners in the ICCOC include Eastern Iowa Community College, Iowa Lakes Community College, Northwest Iowa Community College and Southwestern Community College. North Iowa Area Community College (Tier 3) is also a partner college in the consortium. The partnership, formed in December of 1999, strengthens the partner colleges' delivery of quality educational opportunities to students, supported by a comprehensive set of faculty, staff and student services.

In 2022 a 28E contract was created to make ICCOC its own legal entity. The 28E did not give ICCOC the authority to borrow money. At our recent ICCOC Board of Directors meeting it was determined that due to the timing of revenue coming in and expenses needing to be paid that cash on hand becomes an issue twice a year. ICCOC Board of Directors agreed to allow ICCOC to take out a short-term line of credit to deal with this potential issue. Since the WITCC Board approved the initial 28E, the Board would need to approve changes to the 28E.

Recommendation

It is the administrative recommendation that the Board approve the change to the 28E allowing ICCOC to establish a line of credit.

**First Amendment to
Iowa Community College Online Consortium
Agreement**

The First Amendment (this “Amendment”) to the Agreement creating the Iowa Community College Online Consortium (“Consortium”) is made and entered into as of the ____ day of _____, 2023, by and between the undersigned community colleges: Eastern Iowa Community College, Iowa Lakes Community College, Northwest Iowa Community College, Southeastern Community College, Southwestern Community College and Western Iowa Tech Community College (the “Tier 1 Partners”).

RECITALS

WHEREAS, on October 1, 2022, the Tier 1 Partners entered into an Agreement creating the CONSORTIUM (the “Agreement”) wherein they agreed that the Consortium would not have the authority to borrow money or incur indebtedness; and

WHEREAS, the Tier 1 Partners find it in their best interests to amend the Agreement as stated in the Amendment.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Agreement is amended as follows:

1. Section “3.6 Borrowing and Indebtedness” of the Agreement is deleted in its entirety and replaced with the following:

“Section 3.6 Borrowing and Indebtedness. The Directors shall be authorized to borrow money and incur indebtedness on behalf of the Consortium and such indebtedness shall have a maximum maturity of six (6) months from the date the indebtedness or borrowing was issued. The Directors do not have the power or authority to pledge the full faith and credit, ability to levy property taxes, or otherwise pledge any credit, power, or ability of any Tier 1 Partner, either individually or collectively.

2. In all other respects, the Agreement remains in full force and effect and binding on the Parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the date stated in the introductory clause.

EASTERN IOWA COMMUNITY COLLEGE

By _____
President, Board of Directors

Attest:

Secretary, Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are respectively the President and Secretary of the Board of Directors of EASTERN IOWA COMMUNITY COLLEGE; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in the Resolution adopted by the Board of Directors on the _____ day of _____, 2023, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

IOWA LAKES COMMUNITY COLLEGE

By _____
President, Board of Directors

Attest:

Secretary, Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF EMMET)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are respectively the President and Secretary of the Board of Directors of IOWA LAKES COMMUNITY COLLEGE; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in the Resolution adopted by the Board of Directors on the _____ day of _____, 2023, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

NORTHWEST IOWA COMMUNITY COLLEGE

By _____
President, Board of Directors

Attest:

Secretary, Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF SIOUX)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are respectively the President and Secretary of the Board of Directors of NORTHWEST IOWA COMMUNITY COLLEGE; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in the Resolution adopted by the Board of Directors on the _____ day of _____, 2023, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

SOUTHEASTERN COMMUNITY COLLEGE

By _____
President, Board of Directors

Attest:

Secretary, Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF DES MOINES)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are respectively the President and Secretary of the Board of Directors of SOUTHEASTERN COMMUNITY COLLEGE; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in the Resolution adopted by the Board of Directors on the _____ day of _____, 2023, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

SOUTHWESTERN COMMUNITY COLLEGE

By _____
President, Board of Directors

Attest:

Secretary, Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF UNION)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are respectively the President and Secretary of the Board of Directors of SOUTHWESTERN COMMUNITY COLLEGE; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in the Resolution adopted by the Board of Directors on the _____ day of _____, 2023, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

WESTERN IOWA TECH COMMUNITY COLLEGE

By _____
President, Board of Directors

Attest:

Secretary, Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF WOODBURY)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are respectively the President and Secretary of the Board of Directors of WESTERN IOWA TECH COMMUNITY COLLEGE; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, as contained in the Resolution adopted by the Board of Directors on the _____ day of _____, 2023, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public in and for the State of Iowa

WITCC in the News

JUN 23 19

Chef McCarthy on Gas Stoves:

https://siouxcityjournal.com/entertainment/dining/two-sioux-city-chefs-help-settle-the-gas-stove-vs-electric-stove-debate/article_16ad8363-e4e0-51b4-8434-38d64bf262b9.html

Graduation:

https://siouxcityjournal.com/news/local/education/graduation-ceremony-dates-and-times-for-siouxland-colleges-universities/article_d90946f0-e9cb-11ed-9705-87a66203de1b.html

<https://www.ktiv.com/2023/05/05/western-iowa-tech-community-college-graduation-ceremony-set-may-11>

<https://kscj.com/2023/05/11/western-iowa-tech-graduations-take-place-today/>

Law Enforcement Graduation:

<https://www.kwit.org/podcast/spm-news-english/2023-05-09/news-5-9-23-laurel-murder-case-update-nebraska-lawmakers-revisit-abortion-ban-proposal-college-gambling-investigation-crop-report-and-more>

https://siouxcityjournal.com/news/local/briefs/10-to-graduate-from-witcc-law-enforcement-academy/article_94cad90e-ef61-11ed-9849-6b963367b420.html

<https://www.ktiv.com/2023/05/11/wits-regional-police-academy-graduates-33rd-class-officers/>

<https://www.siouxlandproud.com/news/local-news/10-new-officers-graduate-from-regional-law-enforcement-academy/>

Summer meal program, Verizon camp

<https://www.ktiv.com/2023/05/16/sioux-city-public-schools-free-summer-meal-program-returning/>

End of School Year Insight From Western Iowa Tech President Dr. Terry Murrell:

<https://www.kwit.org/podcast/spm-news-english/2023-05-18/interview-end-of-school-year-insight-from-western-iowa-tech-president-dr-terry-murrell>

Law Enforcement Academy Graduation:

https://dbrnews.com/news/local/ranger-from-crawford-county-conservation-graduates-from-regional-law-enforcement-academy/article_b7966dbc-f679-11ed-bd12-f744a57c53ac.html

Sioux City police aim for diversity but find recruiting challenges:

https://siouxcityjournal.com/news/local/crime-and-courts/sioux-city-police-aim-for-diversity-but-find-recruiting-challenges/article_699587e6-553d-5531-ab45-ce2b2d93d95f.html

WITCC in the News

JUN 23 19

Western Iowa Tech Students on Track with Train Documentary:

<https://www.kwit.org/podcast/spm-news-english/2023-05-24/interview-western-iowa-tech-students-on-track-with-train-documentary>

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Kosovo Sioux City Sister City / Future partnerships:

https://siouxcityjournal.com/news/local/mayor-of-gjilan-kosovo-visits-sioux-city-calls-it-a-role-model/article_2e4dd260-e923-11ed-b9ae-03ad39f95d7d.html

<https://www.ktiv.com/2023/05/02/sioux-city-signs-partnership-with-kosovan-city-gjilan/>

Siouxland Discovery Chorus, Jerry Forbes:

https://siouxcityjournal.com/lifestyles/after-45-years-siouxland-discovery-chorus-is-keeping-barbershop-music-alive/article_5441834e-f49b-11ed-936d-f748f964bd3d.html

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Nurses/Health Care Recognition: https://siouxcityjournal.com/lifestyles/health-med-fit/2023-nurses-the-heart-of-health-care-event-recognizes-five-siouxland-caregivers/article_ff7dbdaa-ee8c-11ed-98af-937b7f13b69c.html

Miller on mission for National EMS Week: https://www.nwestiowa.com/news/miller-on-mission-for-national-ems-week/article_8a5797e2-f6d1-11ed-be03-bb82a2f2b6a3.html

Soccer Signing:

<https://www.siouxlandproud.com/sports/seven-south-sioux-city-student-athletes-sign-national-letters-of-intent-to-collegiate-programs/>

Basketball Signing

<https://www.wtxl.com/sports/high-school-sports/famu-drs-hooper-signs-with-western-iowa-tech>

Smith balances three jobs to finish college degree:

https://www.nwestiowa.com/news/smith-balances-three-jobs-to-finish-college-degree-at-53/article_2ce316bc-f9ac-11ed-8882-c72dead83806.html

Immigrant Heritage Festival

SATURDAY, JUNE 24, 2023
WASHINGTON PARK - DENISON

Music, Food, Art, Cultural Performances, Kids Activities & more

Parade 2:30 pm | Festival: 3-8 pm
In Uptown Denison | at Washington Park

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