



WESTERN IOWA TECH COMMUNITY COLLEGE

# BOARD MEETING

**Date:** June 17, 2024

**Time:** 4:00 pm

**Location:** AEA – Room 5, Discovery Center, 5800 Discovery Blvd., Room 5, Sioux City, IA

## WITCC Mission

We elevate our diverse learners and **strengthen** our communities through inclusive and innovative education.

## Board Members

Russell Wray, President | Tricia Sutherland, Vice President | Micah Lang | Brad Griffin | Blanca Martinez | Linnea Fletcher | Mary Parker | Jeremy Ogle | Erin Muck

Brenda Wright, Board Secretary

### Administration:

Terry Murrell, College President | Troy Jasman, VP of Finance and Administrative Services | Darin Moeller, Executive Dean of Instruction | Jackie Plendl, Dean of Human Resources | Tawnya Beermann, Dean of Students | Christina Brandon, Dean of Outreach and Information Technology | Revathi Vongsiprasom, Dean of Opportunity and Engagement | Erin Volk, Dean of Quality

### Presenters:

Jason Palsma, Registrar | Steve Warnstadt, Government Relations and Special Projects Coordinator |

Item	Presenter
I. Call Meeting to Order	Russ Wray
II. Roll Call of Directors	Brenda Wright
III. Oral Communications	
IV. Written Communications	
A. Thank You – Kiwanis in addendum JUN-24-1, page 1	
V. Consent Items	

Item	Presenter
A. The minutes of the regular Board of Directors meeting held May 13, 2024	
B. The Financial Report for May 2024 in addendum JUN-24-2, pages 2-8	
C. A list of General Fund bills in addendum JUN-24-3, pages 9-38. Additional bills may be presented at the Board Meeting.	
D. The Personnel Report Regular Appointments in addendum JUN-24-4a, pages 39-40. The Community and Continuing Education instructor list in addendum JUN-24-4b, pages 41-42. Additional Personnel Report may be presented at the meeting.	
E. Application and Certificate for Payment #2 in the amount of \$224,271.33 to Steve Harris Construction Inc. for Parking Lot 4 Paving Improvements Project in addendum JUN-24-5, pages 43-47	
F. May 2024 Graduation Additions in addendum JUN-24-6, page 48.	
<i>Motion needed for Consent Items</i>	
<b>VI. Administrative Reports</b>	
A. Graduation Report in addendum JUN-24-7, pages 49-50.	Tawnya Beermann Jason Palsma
B. Summer Semester Credit Enrollment Report in addendum JUN-24-8, pages 51-53.	Tawnya Beermann Christina Brandon
C. Project Home Agreement in addendum JUN-24-9, pages 54-60. <i>Motion Needed</i>	Darin Moeller
D. 2025-2026 College Calendar in addendum JUN-24-10, pages 61-63. <i>Motion Needed</i>	Darin Moeller
E. 2024-28E Agreement with Iowa Department of Transportation in addendum JUN-24-11, pages 64-78. <i>Motion Needed</i>	Darin Moeller
F. 2024-2027 Strategic Initiatives in addendum JUN-24-12, page 79. <i>Motion Needed</i>	Erin Volk Steve Warnstadt
G. Change Order #1 for Cherokee Paving Improvements Project in addendum JUN-24-13, pages 80-82. <i>Motion Needed</i>	Troy Jasman
H. Exclusive Agreement with Chesterman's in addendum JUN-24-14, pages 83-90. <i>Motion Needed</i>	Troy Jasman
I. Annual Report Bids in addendum JUN-24-15, page 91. <i>Motion Needed</i>	Troy Jasman
J. Denison Regional Academy Bids . <i>Motion Needed</i>	Troy Jasman
K. Board Policy Changes – 1 <sup>st</sup> Reading in addendum JUN-24-17, pages 92-101.	Jackie Plendl
L. Community Colleges for Iowa Report	Tricia Sutherland

Item	Presenter
M. President Report <ol style="list-style-type: none"> <li>1. FY24 and FY25 Budget</li> <li>2. CCFI Conference Registration</li> <li>3. WITCC In the News in addendum JUN-24-18, pages 102-104</li> <li>4. Other</li> </ol>	Terry Murrell
<b>VII. Unfinished Business</b>	
A. Individual Board Member comments	
B. July 8, 2024 – July Board Meeting – Sioux City WITCC campus – starting at 4:00 pm	
For complete Sports schedule, click <a href="#">here</a>	
For more information about Student Activities on Campus, check out the Campus Calendar <a href="#">here</a>	
<b>VIII. Adjournment</b>	
<i>Motion Needed</i>	

Strategic Initiatives 2021-2024

**Advancing Our College by Instilling a Culture of Connection via~**

**Communication:** Knowing Who We Are & What We Do

**Collaboration:** Cultivating Inclusion, Belonging, & Connection

**Contribution:** Empowering People Through Equitable Access & Involvement



Transformation



Engagement



Community



Harmony

WESTERN IOWA **TECH** VALUES

**Northwest Area Education Agency**  
**Northwest Iowa Community College**  
**Western Iowa Tech Community College**  
Joint Board Meeting  
5800 Discovery Blvd, Sioux City, Iowa, 51111  
Monday, June 17,2024

4:00	WITCC Board Meeting	Room 5
5:00	Joint Meeting	Rooms 1 & 2
	Roll Call (NWAEA, NCC, WITCC)	
	Recognition of visitors and public forum	
	Reports and Coordination of Programs and Services, Iowa Code 273.3(16)	
	Remarks from Dr. Cox	
	Remarks from Dr. Hartog	
	Remarks from Dr. Murrell	
	Board member comments	
	Announcements	
	Adjournment	
	Tours	
5:45	Meal	Rooms 1 & 2
6:15	Northwest AEA Board Meeting	Rooms 1 & 2
	NCC Board Meeting	Room 7

**Iowa Code 273.3(16)** Meet at least annually with the members of the boards of directors of the merged areas in which the area education agency is located to discuss coordination of programs and services and other matters of mutual interest to the boards.

*Please park in Lot C on the east side of the building.*



# Kiwaniis<sup>®</sup>

May 12, 2024

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

Re: Kiwanis Top 5% Banquet

Dear Terry Murrell:

I'm writing to thank you for your support of the 66<sup>th</sup> Annual Kiwanis Top 5% Banquet held Wednesday, April 24<sup>th</sup>, at the Sioux City Convention Center. This year we honored 109 students from 11 area high schools. Sponsor support is at the heart of the success of this event. It's important for these high performers to see and understand that many successful people have chosen to live and work in Siouxland; maybe they will want to do the same thing someday.

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

Sincerely,

Missy Gomez  
2024 Top 5% Chairman  
Sioux City Downtown Kiwanis Club

Enclosure



WESTERN IOWA TECH COMMUNITY COLLEGE

# BOARD MEETING MINUTES

**Date:** May 13, 2024

**Time:** 4:00 pm

**Location:** WITCC Sioux City Campus

## WITCC Mission

We elevate our diverse *learners* and strengthen our communities through inclusive and innovative education.

## Board Members

Russell Wray, President | Tricia Sutherland, Vice President | Micah Lang | Brad Griffin (via Zoom) | Linnea Fletcher | Mary Parker | Jeremy Ogle | Erin Muck (via Zoom)

Absent: Blanca Martinez

Brenda Wright, Board Secretary

### Administration:

Terry Murrell, College President | Troy Jasman, VP of Finance and Administrative Services | Darin Moeller, Executive Dean of Instruction | Jackie Plendl, Dean of Human Resources | Tawnya Beermann, Dean of Students | Christina Brandon, Dean of Outreach and Information Technology | Revathi Vongsiprasom, Dean of Opportunity and Engagement | Erin Volk, Dean of Quality

### Presenters:

Sima Dabir, Associate Dean – Arts & Sciences | Steve Brown, Director of Information Technology Support Services | Rachelle Green, Help Desk Manager | Ben Mohning, Four Plus Program Director | Carmen Wilson, Associate Dean – Corporate College | Bradley Griffin, Student | Stefani Nunez, Student | Katelyn Engle, Student | Kevin Romo, Student | Tess Fryer, Student

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### Item

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Russell Wray called meeting to order at 4:00 pm.

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Brenda Wright took a roll call of Directors

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No Written Communications were brought to the Board.

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Russell Wray asked the Board to review and motion to approve the Consent Items. No questions or concerns were brought forward. Consent items included:

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**Item**

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- The minutes of the regular Board of Directors meeting held April 8, 2024.
- The minutes of the Electronic Board Meeting held April 24, 2024.
- The Financial Report for April 2024
- A list of General Fund bills.
- The Personnel Report Regular Appointments and The Community and Continuing Education instructor list
- Application and Certificate for Payment #7 in the amount of \$82,445.67 to Steve Harris for Soccer Field Improvements Project
- Application and Certificate for Payment #1 in the amount of \$38,694.77 to Steve Harris for Parking Lot 4 Pavement Improvements
- 24/SP and 24/SU Graduate Summary.
- Terry Murrell traveling to AFIT July 31 – August 3, 2024, in Glendale, AZ..

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Jeremy Ogle made a motion to approve the consent items as amended and Linnea Fletcher seconded the motion. All were in favor and motion carried.

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Terry introduced Sima Dabir to present the PTK International Awards Report. Sima presented the awards and explained each award that they won on their PTK trip. Tony Roma, Bradley Griffin, and Bill Clifford were also in attendance.

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Christina Brandon, Rachelle Green, and Steve Brown reviewed the IT Annual Update and a list of projects completed by the IT team.

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Christina also presented a request to purchase Student Technology for the next school year. It includes computers for students and equipment to continue the cyber security efforts. Tricia Sutherland made a motion to approve and it was seconded by Jeremy Ogle. All were in favor and the motion carried.

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Troy Jasman presented a list of After Prom Sponsorships for this spring to local high schools.

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Darin Moeller introduced Ben Mohning to the Board to present the 2024-2025 Project Success Contracts. Ben has been with the program for two years. This next school year marks the 10<sup>th</sup> year of the program. We have served 95 students in this program. We are looking to add 9-10 new students this fall plus 8 continuing on in the program. Jeremy Ogle made a motion to approve the contract for the 24-25 academic year and Tricia Sutherland seconded the motion. All were in favor and the motion carried.

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Troy Jasman, Darin Moeller, and Carmen Wilson presented the 2024-1 Multiple Industrial Jobs Training Agreement and Resolutions. There are four companies wanting to go to bond and the bond sale was completed earlier in the day. We received a great bid of 4.85%. We were expecting 5-6%. The total bond was for \$2,095,000.00. This will give funding for training 207 full-time positions in Siouxland. Linnea Fletcher made a motion to approve and it was seconded by Micah Lang. All were in favor and motion carried at 4:29 pm.

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Darin Moeller reported on the Perkins funding we receive each year. He gave a brief history of the Perkins grant and explained how important the funding is for the career and technical programs. Last year we received \$622,268.

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Jeremy Ogle reported out on his trip to Washington, DC, for the Siouxland Chamber Steak Reception. He said that he was present when the two WIT students spoke to the senators. They did a great job talking about key issues to focus on for next year.

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Jeremy Ogle gave a report to the Board regarding the Audit and Finance Committee held just before the board meeting. They discussed the bond process.

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Item

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Tricia Sutherland reviewed the items discussed that the Community Colleges for Iowa meeting. They did get the funding formula finalized. Thanks to all of the community college presidents for setting up an equitable formula. This new formula is good for WIT and we should be getting additional funds this year. Tricia also reminded the Board of the Trustee conference July 10-11. If you are interested, please contact Terry.

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Terry gave his President's Report.

1. Board Recognition Month – thanked the Board for the time serving as a board member.
  2. FY24 Budget  
Expect to end the year in the positive. Summer enrollment is currently up 5-6%. Fall is looking good right now.
  3. Legislative Update  
Governor signed all of the bills regarding anything for the community colleges. We will receive \$250,000 extra next year. Funding for community colleges increased \$7 million.
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Three members of the public stepped forward for Oral Communications to ask the board for transparency regarding the J1 settlement.

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Jeremy Ogle made a motion to go into Executive/Closed Session pursuant to Iowa Code sec.21.5(1)(c) to discuss strategy with legal counsel on a matter presently in litigation, where its disclosure would likely to prejudice or disadvantage the position of the College in that litigation. Linnea Fletcher seconded the motion. Brenda Wright took a roll call of board members. Micah Lang, Brad Griffin (Zoom), Linnea Fletcher, Tricia Sutherland, Mary Parker, Jeremy Ogle, Russ Wray, and Erin Muck (Zoom) were in attendance. Blanca Martinez was absent. After a discussion, Jeremy Ogle made a motion to come out of executive session and Linnea Fletcher seconded the motion. Roll call was taken again by Brenda Wright. Micah Lang, Brad Griffin (Zoom), Linnea Fletcher, Tricia Sutherland, Mary Parker, Jeremy Ogle, Russ Wray, and Erin Muck (Zoom) were in attendance. Blanca Martinez was absent.

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Russ Wray asked the Board to review the upcoming dates on the agenda.

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Jeremy Ogle made a motion for adjournment and it was seconded by Linnea Fletcher. All were in favor and the motion carried. Meeting adjourned at 5:33 pm.

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The next meeting will be a June Joint Board meeting with NWAEA Board of Directors and Northwest Iowa Community College – NWAEA at the Discovery Center, 5800 Discovery Blvd., Sioux City, IA. WIT's board meeting will be at 4:00 pm in room 5 and the Joint Board meeting will be at 5:00 pm in rooms 1-2.

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Russell Wray, Board President

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Brenda Wright, Board Secretary

**TO:** Dr. Terry A. Murrell, President

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

**DATE:** June 6, 2024

**RE:** **MAY 2024 FINANCIAL HIGHLIGHTS**

### Executive Summary

General Fund revenues totaled \$2.8 million for the month of May and \$34.9 million year to date. The tuition and fee revenue of approximately \$2.0 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 \$2.1 million higher than last year or +6.4%. Year to date revenue, as a percentage of the annual budget, continues to be attributable to the growth in tuition and fee revenue, transfer revenue and the increase in State General Aid offset by increased scholarships that are netted against tuition and 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 as is the transfer revenue. General Fund expenditures totaled \$3.6 million for the month and exceeded budget expectations. As a result, the College financial position continues to lag that of the previous year with a decrease in the fund balance change from the prior year of \$1.5 million.

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

Plant Fund revenue reflects property tax receipts of \$141K received in May. Plant Fund expenditures increased \$391K for the month mainly related to equipment and facility improvement projects.

Auxiliary Enterprise operations monthly revenues increased \$204K while expenditures increased \$1.7 million for the month due to the transfer expenditures. Overall, the Auxiliary operations show a decrease in the fund balance change from the prior year of \$330K.

Cash receipts totaled \$10.0 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, 2024 bond payments. The College's investment portfolio's overall yield at 4.25% was slightly lower from the 4.29% of the previous month.

Western Iowa Tech Community College  
 Unrestricted Fund Income Statement  
 For the Eleven Month Period Ending May 31, 2024

	Current Year			Prior Year		
	FY2024 Budget	YTD Actual	% of Budget	FY2023 Budget	YTD Actual	% of Budget
<b>REVENUES</b>						
Student Fees	\$3,298,500	\$3,212,662	97%	\$2,945,000	\$2,923,575	99%
Tuition	15,215,500	13,680,999	90%	14,025,000	12,954,876	92%
Local Support	2,195,000	2,212,028	101%	2,125,000	2,123,583	100%
State Support	12,776,317	11,695,111	92%	12,361,796	11,333,518	92%
Federal Support	284,071	258,756	91%	268,502	247,703	92%
Sales & Services	203,000	236,634	117%	215,000	233,454	109%
Other Income	4,476,416	3,611,940	81%	4,196,399	2,985,260	71%
<b>Total Income</b>	<b>\$38,448,804</b>	<b>\$34,908,130</b>	<b>91%</b>	<b>\$36,136,697</b>	<b>\$32,801,969</b>	<b>91%</b>
<b>EXPENDITURES</b>						
Salaries & Related Costs	\$26,911,171	\$22,060,991	82%	\$26,064,952	\$21,701,057	83%
Services	6,355,205	7,229,102	114%	5,584,375	5,448,779	98%
Materials, Supplies & Travel	2,457,999	3,063,938	125%	2,431,151	2,129,129	88%
Other Current Expenditures	2,719,429	2,482,157	91%	2,049,719	1,989,055	89%
Capital Outlay	5,000	44,432	889%	6,500	3,189	49%
<b>Total Direct Expense</b>	<b>\$38,448,804</b>	<b>\$34,880,620</b>	<b>91%</b>	<b>\$36,136,697</b>	<b>\$31,271,209</b>	<b>86%</b>
<b>Fund Balance Change</b>	<b>\$0</b>	<b>\$27,510</b>		<b>\$0</b>	<b>\$1,530,760</b>	

92% of Year

Western Iowa Tech Community College  
 Restricted Fund Income Statement  
 For the Eleven Month Period Ending May 31, 2024

	Current Year			Prior Year		
	FY2024 Budget	YTD Actual	% of Budget	FY2023 Budget	YTD Actual	% of Budget
<b>REVENUES</b>						
Tuition	\$0	\$0	-	\$0	\$0	-
Local Support	5,843,636	5,883,356	101%	5,437,951	5,379,356	99%
State Support	2,438,086	2,368,670	97%	2,357,776	2,378,646	101%
Federal Support	2,931,837	2,695,739	92%	3,255,646	3,596,102	110%
Other Income	771,303	283,425	37%	728,959	272,478	37%
New Jobs Training Program	3,445,000	4,060,009	118%	3,340,000	3,450,812	103%
<b>Total Income</b>	<b>\$15,429,862</b>	<b>\$15,291,199</b>	<b>99%</b>	<b>\$15,120,332</b>	<b>\$15,077,394</b>	<b>118%</b>
<b>EXPENDITURES</b>						
Salaries & Related Costs	\$4,022,119	\$3,535,233	88%	\$3,649,482	\$3,213,840	88%
Services	5,295,855	3,982,327	75%	4,212,258	4,236,998	101%
Materials, Supplies & Travel	1,270,032	343,825	27%	2,074,202	577,770	28%
Other Current Expenditures	0	827,506	-	0	2,045,826	-
New Jobs Training Program	4,240,107	1,583,619	37%	4,188,313	677,985	16%
Capital Outlay	1,460,219	506,561	35%	1,366,036	405,648	30%
<b>Total Direct Expense</b>	<b>\$16,288,332</b>	<b>\$10,779,071</b>	<b>66%</b>	<b>\$15,490,291</b>	<b>\$11,158,067</b>	<b>72%</b>
<b>Fund Balance Change</b>	<b>(\$858,470)</b>	<b>\$4,512,128</b>		<b>(\$369,959)</b>	<b>\$3,919,327</b>	

92% of Year

Western Iowa Tech Community College  
Plant Fund Income Statement  
For the Eleven Month Period Ending May 31, 2024

	Current Year			Prior Year		
	FY2024 Budget	YTD Actual	% of Budget	FY2023 Budget	YTD Actual	% of Budget
<b>REVENUES</b>						
Property Taxes	\$2,195,000	\$2,212,028	101%	\$2,125,000	\$2,123,583	100%
Interest Income	260,000	550,268	212%	30,250	188,216	622%
Other Income	2,322,237	2,172,210	94%	2,311,169	2,255,149	98%
<b>Total Income</b>	<b>\$4,777,237</b>	<b>\$4,934,506</b>	<b>103%</b>	<b>\$4,466,419</b>	<b>\$4,566,948</b>	<b>102%</b>
<b>EXPENDITURES</b>						
Equipment	\$1,658,237	\$2,584,022	156%	\$1,471,219	\$1,041,152	71%
Buildings	436,000	657,983	151%	1,830,250	900,427	49%
Maintenance, Repairs & Supplies	35,000	283,600	810%	35,000	23,763	68%
Structural Improvements	988,000	1,732,530	175%	120,000	565,335	471%
Professional Services	983,000	1,483,301	151%	333,000	369,470	111%
Other Expenses	0	0		250,000	0	0%
Interest/Debt Service	677,000	157,458	23%	676,950	166,583	25%
<b>Total Direct Expense</b>	<b>\$4,777,237</b>	<b>\$6,898,894</b>	<b>144%</b>	<b>\$4,716,419</b>	<b>\$3,066,730</b>	<b>65%</b>
<b>Fund Balance Change</b>	<b>\$0</b>	<b>(\$1,964,388)</b>		<b>(\$250,000)</b>	<b>\$1,500,218</b>	

92% of Year

Note: Interest budget amounts include principal payments of \$505,000 and \$495,000 for FY2024 and FY2023, respectively.  
Fund balance change for FY2023 reflects use of existing funds of \$250,000.

Western Iowa Tech Community College  
Auxiliary Enterprises  
For the Eleven Months Ending May 31, 2024

Current Year Actual

	<u>Dorms</u>	<u>Bookstore</u>	<u>Auto Parts</u>	<u>Student Orgs &amp; Clubs</u>	<u>Athletics</u>	<u>Other *</u>	<u>Total</u>	<u>Prior YTD Total</u>
<b>REVENUES</b>								
Sales and Service	\$2,086,229	\$2,604,305	\$192,187	\$830	\$0	\$98,321	\$4,981,872	\$3,833,134
Miscellaneous	54,423	4,084	0	351,987	985,919	448,312	\$1,844,725	963,662
<b>Total Revenues</b>	<u>\$2,140,652</u>	<u>\$2,608,389</u>	<u>\$192,187</u>	<u>\$352,817</u>	<u>\$985,919</u>	<u>\$546,633</u>	<u>\$6,826,597</u>	<u>\$4,796,796</u>
<b>EXPENDITURES</b>								
Salaries & Related Costs	\$229,549	\$234,167	\$1,374	\$0	\$525,117	\$137,204	\$1,127,411	\$590,703
Service Expenditures	709,385	50,966	0	102,583	110,418	29,662	\$1,003,014	1,067,618
Materials & Supplies	13,304	29,425	23,911	164,474	311,238	85,863	\$628,215	412,044
Cost of Goods Sold	0	1,962,948	176,633	0	0	0	\$2,139,581	1,696,798
Utilities	165,000	0	0	0	0	0	\$165,000	0
Other Current Expenditures	613,481	0	0	13,952	39,146	1,064,254	\$1,730,833	667,118
<b>Total Expenditures</b>	<u>\$1,730,719</u>	<u>\$2,277,506</u>	<u>\$201,918</u>	<u>\$281,009</u>	<u>\$985,919</u>	<u>\$1,316,983</u>	<u>\$6,794,054</u>	<u>\$4,434,281</u>
<b>Fund Balance Change</b>	<u>\$409,933</u>	<u>\$330,883</u>	<u>(\$9,731)</u>	<u>\$71,808</u>	<u>\$0</u>	<u>(\$770,350)</u>	<u>\$32,543</u>	<u>\$362,515</u>
Prior Year	(\$127,697)	\$168,835	\$101,929	\$80,663	\$0	\$138,785	\$362,515	

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

**WESTERN IOWA TECH COMMUNITY COLLEGE  
STATEMENT OF RECEIPTS AND DISBURSEMENTS  
MAY 2024**

	<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>
<b>BEGINNING BALANCE (05/01/2024)</b>	\$19,203,911	\$31,705	\$368,002	\$9,751,307	\$20,841,515	\$50,196,441
<b>Receipts</b>	7,991,320	\$733,347	(12,088)	622,807	694,388	10,029,774
<b>TOTAL FUNDS AVAILABLE</b>	\$27,195,231	\$765,052	\$355,914	\$10,374,114	\$21,535,903	60,226,215
<b>DISBURSEMENTS</b>						
Board Report	\$5,366,753	\$732,222	\$0	\$22,174	\$3,406,253	\$9,527,401
Dorm Revenue Bond Payment						0
Transfers to Operating Fund				0		0
Approved Previous Meeting				328,331		328,331
<b>TOTAL DISBURSEMENTS</b>	\$5,366,753	\$732,222	\$0	\$350,505	\$3,406,253	\$9,855,732
<b>ENDING BALANCE (05/31/2024)</b>	\$21,828,478	\$32,829	\$355,914	\$10,023,609	\$18,129,651	\$50,370,481

WESTERN IOWA TECH COMMUNITY COLLEGE  
INVESTMENT STATUS  
MAY 31, 2024

Investment	Bank	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Totals	Current Rate
Checking	Security National	\$901,302					\$901,302	0.00%
Interest Checking	Security National		32,829				32,829	4.00%
Repurchase Agreement	Security National	7,564,884					7,564,884	4.00%
Certificate of Deposit	Central Bank	1,150,838					1,150,838	5.15%
Money Market	Liberty National Bank	11,427,794					11,427,794	4.96%
Money Market	Liberty National Bank				9,377,595		9,377,595	4.96%
Checking	Cherokee State Bank	\$8,869					8,869	0.00%
Checking	Wells Fargo	\$40,908					40,908	1.65%
Checking	Wells Fargo			355,914	55,459	1,241,852	1,653,225	1.65%
Checking	Wells Fargo					857,105	857,105	1.09%
Repurchase Agreement	Security National				248,283	16,030,694	16,278,977	4.00%
Dorm Revenue Bond Funds	UMB Bank	733,883			342,272		1,076,155	5.23%
<b>Total Cash &amp; Investments</b>		<b>\$21,828,478</b>	<b>\$32,829</b>	<b>\$355,914</b>	<b>\$10,023,609</b>	<b>\$18,129,651</b>	<b>\$50,370,481</b>	<b>4.25%</b>
<b>Interest Earnings YTD</b>		<b>\$619,271</b>	<b>\$1,058</b>	<b>\$1,483</b>	<b>\$511,629</b>	<b>\$586,638</b>	<b>\$1,720,080</b>	

**WESTERN IOWA TECH COMMUNITY COLLEGE**

**Bills to be approved at the board meeting June 17, 2024**

June 2024

	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Total
<b>Warrants</b>	\$ 5,367,428.09	\$ 732,222.10		\$ 22,174.00	\$ 3,406,252.62	\$ 9,528,076.81
<b>Cancelled warrants</b>	(675.42)					\$ (675.42)
<b>Subtotal</b>	5,366,752.67	732,222.10	-	22,174.00	3,406,252.62	\$ 9,527,401.39
<b>Estimated amount</b>	\$ 688,875.00					\$ 688,875.00
<b>Total</b>	<u>\$ 6,055,627.67</u>	<u>\$ 732,222.10</u>	<u>\$ -</u>	<u>\$ 22,174.00</u>	<u>\$ 3,406,252.62</u>	<u>\$ 10,216,276.39</u>

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/16/2024	Dakwa Incorporated	\$125.79	BOOKS SPECIAL RESALE-SPON STU
5/25/2024	Wells Fargo Bank	\$1,780,187.22	CASH IN BANK-PAYROLL
5/23/2024	Frontier Communications	\$195.19	COMMUNICATION
5/30/2024	Frontier Communications	\$418.75	COMMUNICATION
5/16/2024	Iowa Communications Network	\$5,699.58	COMMUNICATION
5/9/2024	Qwest Corporation	\$390.00	COMMUNICATION
5/30/2024	Qwest Corporation	\$520.50	COMMUNICATION
5/16/2024	Burke Engineering Sales	\$1,091.50	CONSTRUCTION SUPPLIES
5/2/2024	Consolidated Electrical	\$415.86	CONSTRUCTION SUPPLIES
5/30/2024	Diamond Products Company	\$2,552.27	CONSTRUCTION SUPPLIES
5/30/2024	Foulk Brothers Plumbing	\$18,800.00	CONSTRUCTION SUPPLIES
5/9/2024	Menards Inc	\$63.43	CONSTRUCTION SUPPLIES
5/9/2024	Menards Inc	\$400.89	CONSTRUCTION SUPPLIES
5/30/2024	Menards Inc	\$289.95	CONSTRUCTION SUPPLIES
5/30/2024	Menards Inc	\$520.54	CONSTRUCTION SUPPLIES
5/9/2024	NCH Corporation	\$1,555.00	CONSTRUCTION SUPPLIES
5/16/2024	NCH Corporation	\$1,227.28	CONSTRUCTION SUPPLIES
5/23/2024	Sioux City Winnelson	\$1,696.92	CONSTRUCTION SUPPLIES
5/2/2024	ACI Payments Inc	\$3,693.46	CONTRACTED SERVICES
5/30/2024	ACI Payments Inc	\$211.64	CONTRACTED SERVICES
5/9/2024	Juline S Albert	\$4,167.00	CONTRACTED SERVICES

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/2/2024	Backlight Production Services	\$5,000.00	CONTRACTED SERVICES
5/9/2024	BankMobile Technologies Inc	\$208.80	CONTRACTED SERVICES
5/23/2024	Torrey L. Brown	\$300.00	CONTRACTED SERVICES
5/16/2024	Champion Propane	\$140.00	CONTRACTED SERVICES
5/2/2024	CHN Garbage Service Inc	\$67.50	CONTRACTED SERVICES
5/16/2024	CNOS PC	\$3,015.42	CONTRACTED SERVICES
5/9/2024	Amber Dammann	\$2,500.00	CONTRACTED SERVICES
5/30/2024	Amber Dammann	\$40.00	CONTRACTED SERVICES
5/9/2024	Delta Papa Aviation LLC	\$3,750.00	CONTRACTED SERVICES
5/2/2024	Document Depot & Destruction	\$196.00	CONTRACTED SERVICES
5/16/2024	Document Depot & Destruction	\$147.00	CONTRACTED SERVICES
5/30/2024	Document Depot & Destruction	\$98.00	CONTRACTED SERVICES
5/2/2024	Ellucian Company LLC	\$6,299.75	CONTRACTED SERVICES
5/30/2024	Gill Hauling Inc	\$3,320.73	CONTRACTED SERVICES
5/2/2024	Great Western Dining Service Inc	\$69,609.15	CONTRACTED SERVICES
5/16/2024	Great Western Dining Service Inc	\$57,142.05	CONTRACTED SERVICES
5/23/2024	Great Western Dining Service Inc	\$38,575.95	CONTRACTED SERVICES
5/18/2024	HealthEquity Inc	\$75.00	CONTRACTED SERVICES
5/9/2024	Higher Learning Commission	\$1,075.00	CONTRACTED SERVICES
5/23/2024	IMKO Enterprises Inc	\$10,556.79	CONTRACTED SERVICES
5/23/2024	IMKO Enterprises Inc	\$71,220.70	CONTRACTED SERVICES

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/23/2024	IMKO Enterprises Inc	\$3,315.15	CONTRACTED SERVICES
5/23/2024	IMKO Enterprises Inc	\$4,988.39	CONTRACTED SERVICES
5/9/2024	Iowa Community College Online	\$84,324.00	CONTRACTED SERVICES
5/2/2024	Johnshoy Landscaping LLC	\$110.00	CONTRACTED SERVICES
5/30/2024	K&S Janitorial Services LLC	\$2,700.00	CONTRACTED SERVICES
5/23/2024	Grace Linden	\$80.00	CONTRACTED SERVICES
5/2/2024	Todd D. Lindsey	\$335.00	CONTRACTED SERVICES
5/9/2024	Mike Logan	\$2,100.00	CONTRACTED SERVICES
5/16/2024	North Sioux City Holdings LLC	\$793.95	CONTRACTED SERVICES
5/23/2024	Plains Area Mental Health Inc	\$1,200.00	CONTRACTED SERVICES
5/30/2024	Plains Area Mental Health Inc	\$360.00	CONTRACTED SERVICES
5/9/2024	Plunketts Pest Control Inc	\$115.00	CONTRACTED SERVICES
5/16/2024	R&S Waste Disposal LLC	\$156.34	CONTRACTED SERVICES
5/2/2024	Red Line Recycling	\$100.00	CONTRACTED SERVICES
5/30/2024	Red Line Recycling	\$150.00	CONTRACTED SERVICES
5/23/2024	RefQuest LLC	\$147.00	CONTRACTED SERVICES
5/23/2024	Rentokil North America	\$1,676.08	CONTRACTED SERVICES
5/9/2024	Thomas M. Rice	\$1,200.00	CONTRACTED SERVICES
5/2/2024	Sanitary Services Inc	\$278.40	CONTRACTED SERVICES
5/30/2024	Sanitary Services Inc	\$278.40	CONTRACTED SERVICES
5/30/2024	James Schaap	\$150.00	CONTRACTED SERVICES

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/30/2024	Dennis R Semple	\$4,980.00	CONTRACTED SERVICES
5/23/2024	Sioux City All LLC	\$4,000.00	CONTRACTED SERVICES
5/23/2024	Sioux Commercial Sweeping Inc	\$1,150.00	CONTRACTED SERVICES
5/9/2024	Siouxland African Association	\$1,000.00	CONTRACTED SERVICES
5/16/2024	Siouxland Certified Testing	\$2,030.00	CONTRACTED SERVICES
5/9/2024	Touchnet Information Systems	\$3,250.00	CONTRACTED SERVICES
5/30/2024	Tri State Nursing Enterprises Inc	\$10,811.74	CONTRACTED SERVICES
5/30/2024	Tri State Nursing Enterprises Inc	\$7,198.96	CONTRACTED SERVICES
5/9/2024	Vans Sanitation Inc	\$80.64	CONTRACTED SERVICES
5/16/2024	Mary Vaught	\$160.00	CONTRACTED SERVICES
5/30/2024	Western Iowa Tech General Fund	\$70.00	CONTRACTED SERVICES
5/9/2024	Motor Parts Sales Co	\$8.09	COURSE FEE EXPENSE
5/16/2024	Motor Parts Sales Co	\$8.33	COURSE FEE EXPENSE
5/9/2024	Sysco Lincoln	\$2,368.46	COURSE FEE EXPENSE
5/2/2024	University of Iowa	\$4,030.00	COURSE FEE EXPENSE
5/2/2024	Viewpoint LLC	\$303.30	COURSE FEE EXPENSE
5/16/2024	Western Iowa Tech Corporate	\$4,236.00	COURSE FEE EXPENSE
5/16/2024	Western Iowa Tech Corporate	\$7,102.00	COURSE FEE EXPENSE
5/9/2024	Western Iowa Tech General Fund	\$140.00	COURSE FEE EXPENSE
5/30/2024	Western Iowa Tech Comm Ed	\$710.85	DEFERRED INCOME
5/16/2024	Corey M. Adair	\$555.00	DUE FROM OTHERS-ASSET ACCOUNT

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/9/2024	AFP Corp	\$650.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Destini L. Bailey	\$175.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Charmelle Barton	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Charmelle Barton	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Charmelle Barton	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Estefana Beisswenger	\$60.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Tina M. Benton	\$368.65	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Breathe Clean Dry Ice Blasting	\$1,500.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Lana Busse	\$60.00	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Lilian Castro	\$900.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Kylie J. Christensen	\$60.00	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Darlene J. Coulson	\$85.00	DUE FROM OTHERS-ASSET ACCOUNT
5/23/2024	Frances E. DeJong	\$50.00	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Dunwell LLC	\$3,300.00	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Dunwell LLC	\$71,738.37	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Echo Group Inc	\$970.50	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Dawn Eiker	\$200.00	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Ellucian Company LLC	\$29,698.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Abigail S. Else	\$60.00	DUE FROM OTHERS-ASSET ACCOUNT
5/30/2024	Filter Specialists Inc	\$210.19	DUE FROM OTHERS-ASSET ACCOUNT
5/23/2024	Flex Closeout	\$387.48	DUE FROM OTHERS-ASSET ACCOUNT

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/23/2024	Foulk Brothers Plumbing	\$3,662.39	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Olivia Fox	\$60.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Marcia J. Frank	\$20.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Hayley L. Frey	\$60.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Cleo Harder	\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	High Point Networks LLC	\$5,807.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	High Point Networks LLC	\$6,801.20	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	High Point Networks LLC	\$61,630.00	DUE FROM OTHERS-ASSET ACCOUNT
5/30/2024	High Point Networks LLC	\$6,801.20	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Jennifer Holbrook	\$399.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Amy L. Hueser	\$56.00	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Amy L. Hueser	\$715.28	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Amy L. Hueser	\$15.04	DUE FROM OTHERS-ASSET ACCOUNT
5/30/2024	Amy L. Hueser	\$252.04	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Kyle R. Hueser	\$3.92	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Kalaxis Hyndman	\$60.00	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Amy N. Kafton	\$97.00	DUE FROM OTHERS-ASSET ACCOUNT
5/30/2024	Merlyn L Kathol	\$529.29	DUE FROM OTHERS-ASSET ACCOUNT
5/23/2024	Nancy L. Keairns	\$175.00	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Elaine L. Klingensmith	\$85.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Lisa L. Knecht	\$120.69	DUE FROM OTHERS-ASSET ACCOUNT

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/2/2024	Carole D Massey	\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
5/30/2024	Carole D Massey	\$85.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Laura Mesz	\$30.00	DUE FROM OTHERS-ASSET ACCOUNT
5/23/2024	Metro & Son Electric Inc	\$3,385.73	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Mid Iowa Refrigeration Inc	\$214.50	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	ScriptPro USA Inc	\$1,255.00	DUE FROM OTHERS-ASSET ACCOUNT
5/23/2024	ScriptPro USA Inc	\$1,255.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Christian Supiot Perez	\$416.66	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Thompson Solutions Group	\$2,532.54	DUE FROM OTHERS-ASSET ACCOUNT
5/30/2024	Thompson Solutions Group	\$1,062.31	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Visual Edge IT Inc	\$2,124.57	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Visual Edge IT Inc	\$292.27	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Visual Edge IT Inc	\$59.69	DUE FROM OTHERS-ASSET ACCOUNT
5/16/2024	Visual Edge IT Inc	\$47.18	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Ward Electric Company Inc	\$6,401.76	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Carmen L. Wilson	\$20.00	DUE FROM OTHERS-ASSET ACCOUNT
5/2/2024	Hunter Wise	\$50.00	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Pamela L Woolridge	\$240.00	DUE FROM OTHERS-ASSET ACCOUNT
5/9/2024	Amanda M. Ceasar	\$50.00	DUE FROM STUDENTS
5/16/2024	Jaquelin Escobedo	\$250.23	DUE FROM STUDENTS
5/9/2024	Bradley Harstad	\$654.11	DUE FROM STUDENTS

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/9/2024	Amber D. Heath	\$915.24	DUE FROM STUDENTS
5/16/2024	Autumn Helkenn	\$158.01	DUE FROM STUDENTS
5/23/2024	Allyson J. Hirst	\$1,181.00	DUE FROM STUDENTS
5/9/2024	Joseph Janson	\$1,433.01	DUE FROM STUDENTS
5/9/2024	Kelsey J. Kluver	\$204.00	DUE FROM STUDENTS
5/9/2024	Darin M. Maassen	\$451.00	DUE FROM STUDENTS
5/9/2024	Destiny J. Martin	\$6.20	DUE FROM STUDENTS
5/16/2024	Samuel A. McNally	\$46.00	DUE FROM STUDENTS
5/30/2024	Neema M. Minani	\$1,246.75	DUE FROM STUDENTS
5/9/2024	Ariana C. Mora	\$850.00	DUE FROM STUDENTS
5/9/2024	Javier Morelos	\$447.62	DUE FROM STUDENTS
5/9/2024	Anna K. Moreno	\$301.85	DUE FROM STUDENTS
5/9/2024	Katelyn A. Perales	\$734.50	DUE FROM STUDENTS
5/16/2024	Ledy L. Ramos Goya	\$421.13	DUE FROM STUDENTS
5/9/2024	Jose A. Sarceno Esquivel	\$291.95	DUE FROM STUDENTS
5/9/2024	Witcc	\$1,000.00	DUE FROM STUDENTS
5/29/2024	Western Iowa Tech 125 Plan	\$4,541.13	DUE TO AUXILIARY FUND
5/9/2024	Western Iowa Tech Agency Fund	\$1,483.09	DUE TO LOAN FUND
5/30/2024	Western Iowa Tech Classroom	\$141,525.69	DUE TO PLANT FUND
5/9/2024	Western Iowa Tech Plant Fund	\$20,000.00	DUE TO PLANT FUND
5/11/2024	Western Iowa Tech Plant Fund	\$350,000.00	DUE TO PLANT FUND

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/2/2024	Phillips Floors Inc	\$32,772.00	EQUIPMENT - \$5000 AND OVER
5/9/2024	Visual Edge IT Inc	\$12,048.23	EQUIPMENT - \$5000 AND OVER
5/25/2024	Leke Sahatqija	\$508.37	FEDERAL INCOME TAX PAYABLE
5/25/2024	Wells Fargo Bank	\$217.88	FEDERAL INCOME TAX PAYABLE
5/9/2024	Randall Neuharth	\$1,250.00	GRADUATION EXPENSE
5/23/2024	American Income Life Insurance	\$25.92	GROUP MEETINGS AND WORKSHOPS
5/23/2024	American Income Life Insurance	\$77.04	GROUP MEETINGS AND WORKSHOPS
5/23/2024	Compass Group Usa Inc	\$36.80	GROUP MEETINGS AND WORKSHOPS
5/2/2024	Great Western Dining Service Inc	\$428.50	GROUP MEETINGS AND WORKSHOPS
5/2/2024	Great Western Dining Service Inc	\$11,560.02	GROUP MEETINGS AND WORKSHOPS
5/2/2024	Great Western Dining Service Inc	\$2,538.65	GROUP MEETINGS AND WORKSHOPS
5/16/2024	Great Western Dining Service Inc	\$8,218.70	GROUP MEETINGS AND WORKSHOPS
5/16/2024	Great Western Dining Service Inc	\$2,297.60	GROUP MEETINGS AND WORKSHOPS
5/23/2024	Great Western Dining Service Inc	\$1,623.00	GROUP MEETINGS AND WORKSHOPS
5/30/2024	HyVee	\$498.00	GROUP MEETINGS AND WORKSHOPS
5/23/2024	Karlas Catering	\$283.00	GROUP MEETINGS AND WORKSHOPS
5/30/2024	Breanne Kirsch	\$3,000.00	GROUP MEETINGS AND WORKSHOPS
5/23/2024	University of South Dakota	\$100.00	GROUP MEETINGS AND WORKSHOPS
5/26/2024	HealthEquity Inc	\$10,326.31	HSA Payable
5/16/2024	BH Media Group Inc	\$170.00	INFO SERVICES/CLASSIFY ADS
5/16/2024	Column Software	\$31.97	INFO SERVICES/CLASSIFY ADS

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/16/2024	Nexstar Media Inc	\$1,000.00	INFO SERVICES/CLASSIFY ADS
5/16/2024	Nexstar Media Inc	\$9,000.00	INFO SERVICES/CLASSIFY ADS
5/9/2024	Wm Bass Advertising Associates	\$17,810.00	INFO SERVICES/CLASSIFY ADS
5/16/2024	Broadcasters General Store	\$7,075.00	INSURANCE
5/16/2024	Insurance Management Program	\$264,880.63	INSURANCE
5/23/2024	Kilowatt Inc	\$53,347.36	INSURANCE
5/18/2024	BusinessSolverComInc	\$460,146.18	INSURANCE PREMIUMS PAYABLE
5/25/2024	Iowa Public Employees	\$136,527.65	IPERS TAX PAYABLE
5/16/2024	Cole Papers Inc	\$1,473.85	JANITOR MATERIALS AND SUPPLIES
5/23/2024	Eakes Inc	\$5,868.29	JANITOR MATERIALS AND SUPPLIES
5/30/2024	Ricks Computers Inc	\$1,076.60	MAINT & REPAIR-SU EQUIP
5/30/2024	Ricks Computers Inc	\$3,662.59	MAINT & REPAIR-SU EQUIP
5/30/2024	ARR Roofing of Iowa LLC	\$949.78	MAINT AND REPAIR BUILDINGS
5/16/2024	Burnight Glass & Porcelain Inc	\$1,689.50	MAINT AND REPAIR BUILDINGS
5/23/2024	Metro & Son Electric Inc	\$15,794.08	MAINT AND REPAIR BUILDINGS
5/16/2024	Mikes Sioux City Carpet	\$32.85	MAINT AND REPAIR BUILDINGS
5/2/2024	Thompson Solutions Group	\$315.41	MAINT AND REPAIR BUILDINGS
5/16/2024	Van Osdel Plastering Drywall Inc	\$1,946.00	MAINT AND REPAIR BUILDINGS
5/2/2024	Ward Electric Company Inc	\$236.92	MAINT AND REPAIR BUILDINGS
5/23/2024	Eakes Inc	\$2,517.22	MAINT AND REPAIR EQUIPMENT
5/23/2024	Foulk Brothers Plumbing	\$7,642.14	MAINT AND REPAIR EQUIPMENT

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CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/23/2024	Fouk Brothers Plumbing	\$362.50	MAINT AND REPAIR EQUIPMENT
5/30/2024	Fouk Brothers Plumbing	(\$267.50)	MAINT AND REPAIR EQUIPMENT
5/2/2024	GreatAmerica Financial Services	\$456.40	MAINT AND REPAIR EQUIPMENT
5/2/2024	GreatAmerica Financial Services	\$3,109.41	MAINT AND REPAIR EQUIPMENT
5/30/2024	GreatAmerica Financial Services	\$3,565.81	MAINT AND REPAIR EQUIPMENT
5/30/2024	Idial	\$40.00	MAINT AND REPAIR EQUIPMENT
5/2/2024	Layne Christensen Company	\$300.00	MAINT AND REPAIR EQUIPMENT
5/2/2024	Luesebrink Clifford Construction	\$1,600.00	MAINT AND REPAIR EQUIPMENT
5/9/2024	Premier Fence & Gate LLC	\$250.00	MAINT AND REPAIR EQUIPMENT
5/16/2024	Riekes Equipment	\$210.54	MAINT AND REPAIR EQUIPMENT
5/23/2024	Riekes Equipment	\$890.40	MAINT AND REPAIR EQUIPMENT
5/9/2024	Robert Baker	\$170.00	MAINTENANCE GROUNDS
5/9/2024	Benson Construction	\$600.00	MAINTENANCE GROUNDS
5/2/2024	Flewelling Farms LLC	\$872.50	MAINTENANCE GROUNDS
5/2/2024	JS Brothers Inc	\$5,800.00	MAINTENANCE GROUNDS
5/30/2024	Paulsen Midwest Landscaping	\$11,875.00	MAINTENANCE GROUNDS
5/2/2024	Victoria L. Bates	\$55.34	MATERIALS AND SUPPLIES
5/2/2024	Bomgaars Supply Inc	\$1,600.80	MATERIALS AND SUPPLIES
5/9/2024	BSN Sports LLC	\$28.00	MATERIALS AND SUPPLIES
5/23/2024	BSN Sports LLC	\$2,367.36	MATERIALS AND SUPPLIES
5/2/2024	Giulia Carelli	\$150.00	MATERIALS AND SUPPLIES

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5/30/2024	Ed M Feld Equipment Co Inc	\$160.00	MATERIALS AND SUPPLIES
5/2/2024	Angela S. Farley	\$15.23	MATERIALS AND SUPPLIES
5/23/2024	Great Western Dining Service Inc	\$1,175.00	MATERIALS AND SUPPLIES
5/2/2024	Sofiene Hammami	\$150.00	MATERIALS AND SUPPLIES
5/2/2024	Lotta Lischka	\$150.00	MATERIALS AND SUPPLIES
5/23/2024	Randi Mackey	\$45.00	MATERIALS AND SUPPLIES
5/2/2024	Vienne Meszes	\$150.00	MATERIALS AND SUPPLIES
5/2/2024	Jose Diego Orozco Lara	\$150.00	MATERIALS AND SUPPLIES
5/16/2024	Sunset Law Enforcement LLC	\$2,880.00	MATERIALS AND SUPPLIES
5/2/2024	Jagoda Szczepaniak	\$150.00	MATERIALS AND SUPPLIES
5/2/2024	Eriza Tamez	\$150.00	MATERIALS AND SUPPLIES
5/2/2024	Tri State Nursing Enterprises Inc	\$663.75	MATERIALS AND SUPPLIES
5/9/2024	Tri State Nursing Enterprises Inc	\$354.00	MATERIALS AND SUPPLIES
5/9/2024	Tri State Nursing Enterprises Inc	\$398.25	MATERIALS AND SUPPLIES
5/23/2024	Tri State Nursing Enterprises Inc	\$88.50	MATERIALS AND SUPPLIES
5/9/2024	Visual Edge IT Inc	\$965.94	MATERIALS AND SUPPLIES
5/2/2024	Brenda Wright	\$85.00	MATERIALS AND SUPPLIES
5/9/2024	Brenda Wright	\$108.00	MATERIALS AND SUPPLIES
5/23/2024	Brenda Wright	\$150.00	MATERIALS AND SUPPLIES
5/16/2024	Yummi Blox	\$1,000.00	MATERIALS AND SUPPLIES
5/30/2024	Des Moines Area Community	\$300.00	MEMBERSHIP

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/23/2024	Iowa Association of Community College Trustees	\$60,267.00	MEMBERSHIP
5/23/2024	New York Public Radio	\$1,655.50	MEMBERSHIP
5/9/2024	Big Ass Holding LLC	\$3,240.00	NON-CAPITAL EXP & EQUIP <5000
5/23/2024	Big Ass Holding LLC	\$3,160.00	NON-CAPITAL EXP & EQUIP <5000
5/30/2024	Compansol	\$1,890.00	NON-CAPITAL EXP & EQUIP <5000
5/2/2024	High Point Networks LLC	\$458.30	NON-CAPITAL EXP & EQUIP <5000
5/9/2024	High Point Networks LLC	\$1,542.04	NON-CAPITAL EXP & EQUIP <5000
5/9/2024	Iowa Office Supply Inc	\$41,522.90	NON-CAPITAL EXP & EQUIP <5000
5/16/2024	Iowa Office Supply Inc	\$5,816.62	NON-CAPITAL EXP & EQUIP <5000
5/30/2024	Iowa Office Supply Inc	\$496.71	NON-CAPITAL EXP & EQUIP <5000
5/25/2024	Collection Services Center	\$419.64	OTHER EMPLOYEE PR DEDUCTIONS
5/29/2024	Friends Of FM 90	\$64.50	OTHER EMPLOYEE PR DEDUCTIONS
5/29/2024	United Way of Siouxland Inc	\$961.00	OTHER EMPLOYEE PR DEDUCTIONS
5/29/2024	Western Iowa Tech Agency Fund	\$35.00	OTHER EMPLOYEE PR DEDUCTIONS
5/29/2024	Western Iowa Tech Foundation	\$1,962.43	OTHER EMPLOYEE PR DEDUCTIONS
5/29/2024	Western Iowa Tech GF	\$100.00	OTHER EMPLOYEE PR DEDUCTIONS
5/29/2024	Western Iowa Tech GF	\$322.95	OTHER EMPLOYEE PR DEDUCTIONS
5/29/2024	Winnebago Tribe of Nebraska	\$626.78	OTHER EMPLOYEE PR DEDUCTIONS
5/16/2024	APH Stores Inc	\$64.20	OTHER MATERIALS AND SUPPLIES
5/23/2024	Arnold Motor Supply LLP	\$1,558.55	OTHER MATERIALS AND SUPPLIES

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/16/2024	Dakotaland Holdings LLC	\$163.94	OTHER MATERIALS AND SUPPLIES
5/31/2024	US Postal Service	\$1,600.00	POSTAGE
5/16/2024	Artisan Press Inc	\$675.00	PRINTING & REPRODUCTION SVC
5/2/2024	Mail House Inc	\$899.15	PRINTING & REPRODUCTION SVC
5/2/2024	Omaha Paper Company	\$611.41	PRINTING & REPRODUCTION SVC
5/23/2024	Omaha Paper Company	\$278.65	PRINTING & REPRODUCTION SVC
5/16/2024	Record Printing & Copy Center	\$3,217.00	PRINTING & REPRODUCTION SVC
5/9/2024	Visual Edge IT Inc	\$63.13	PRINTING & REPRODUCTION SVC
5/9/2024	Ahlers & Cooney PC	\$928.00	PROFESSIONAL SERVICES
5/30/2024	Blank Rome Llp	\$13,178.40	PROFESSIONAL SERVICES
5/9/2024	Dentons Davis Brown PC	\$159,948.11	PROFESSIONAL SERVICES
5/23/2024	John Sampson	\$3,400.00	PROFESSIONAL SERVICES
5/23/2024	NCHERM Group LLC	\$11,900.00	PROFESSIONAL SERVICES
5/16/2024	Nebraska State Patrol Cid	\$15.50	PROFESSIONAL SERVICES
5/2/2024	Wm Bass Advertising Associates	\$7,188.05	PROFESSIONAL SERVICES
5/9/2024	Wm Bass Advertising Associates	\$2,475.00	PROFESSIONAL SERVICES
5/4/2024	Wells Fargo Bank	\$497,821.22	PURCHASE CARD CHECKING
5/23/2024	Evertex Inc	\$875.00	RENTED BUILDINGS & FACILITIES
5/23/2024	Stan Houston Equipment	\$425.00	RENTED EQUIPMENT
5/23/2024	Uptown Wedding & Event Rental	\$1,191.30	RENTED EQUIPMENT
5/23/2024	Chesterman Company	\$3,415.77	RESALE PURCHASES

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/9/2024	Core Mark Midcontinent Inc	\$816.86	RESALE PURCHASES
5/23/2024	Core Mark Midcontinent Inc	\$987.22	RESALE PURCHASES
5/2/2024	Douglas Stewart Company	\$570.26	RESALE PURCHASES
5/30/2024	Lady Boss Ventures, LLC	\$310.40	RESALE PURCHASES
5/2/2024	Macmillan Holdings LLC	\$3,869.22	RESALE PURCHASES
5/2/2024	Scribe Opco Inc	\$460.13	RESALE PURCHASES
5/9/2024	Tri Five LLC	\$3,623.18	RESALE PURCHASES
5/16/2024	Tri Five LLC	\$1,919.84	RESALE PURCHASES
5/9/2024	Western Iowa Tech Foundation	\$28,849.50	RESIDENT TUITION
5/9/2024	Kevin T. Romo	\$500.00	SCHOLARSHIPS
5/2/2024	Western Iowa Tech Comm Ed	\$3,060.00	SCHOLARSHIPS
5/9/2024	Western Iowa Tech Comm Ed	\$1,250.00	SCHOLARSHIPS
5/9/2024	Western Iowa Tech Comm Ed	\$1,250.00	SCHOLARSHIPS
5/9/2024	Western Iowa Tech Comm Ed	\$2,032.75	SCHOLARSHIPS
5/9/2024	Western Iowa Tech Comm Ed	\$200.00	SCHOLARSHIPS
5/2/2024	Belgrade Fire Dept.	\$95.00	SPONSORED BILLING RECEIVABLE
5/2/2024	Fairview Fire Department	\$190.00	SPONSORED BILLING RECEIVABLE
5/2/2024	Wayne Fire Dept	\$20.00	SPONSORED BILLING RECEIVABLE
5/16/2024	Janel Miller	\$250.00	STUDENT DEPOSITS
5/30/2024	Chad A. Phelps	\$248.00	STUDENT DEPOSITS
5/23/2024	Sue A. Owens	\$111.82	STUDENT TRAVEL

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/30/2024	Siouxland Regional Transit	\$445.00	STUDENT TRAVEL
5/30/2024	Eventide	\$283.25	STUDENT WORK STUDY FEDERAL
5/30/2024	Eventide	\$825.00	STUDENT WORK STUDY FEDERAL
5/30/2024	Eventide	\$825.00	STUDENT WORK STUDY FEDERAL
5/30/2024	Eventide	\$825.00	STUDENT WORK STUDY FEDERAL
5/25/2024	Teachers Insurance & Annuity	\$102,992.00	TIAA-CREF PAYABLE
5/2/2024	Ismael Alfaro	\$120.00	TRAINING EXPENSE
5/2/2024	Mario Alfaro	\$120.00	TRAINING EXPENSE
5/2/2024	Miriam Alvarez	\$120.00	TRAINING EXPENSE
5/2/2024	Helen S. Belisle	\$120.00	TRAINING EXPENSE
5/2/2024	Lilia Bolles	\$160.00	TRAINING EXPENSE
5/2/2024	Okihinyanpiwin Bolles	\$160.00	TRAINING EXPENSE
5/2/2024	Tenanjilawin Bolles	\$160.00	TRAINING EXPENSE
5/2/2024	Keaghan Bracy	\$120.00	TRAINING EXPENSE
5/2/2024	Jasmynne Brenner	\$160.00	TRAINING EXPENSE
5/2/2024	Jesenia Carranza	\$160.00	TRAINING EXPENSE
5/2/2024	Dianne Castillo	\$100.00	TRAINING EXPENSE
5/2/2024	Angela J. Cruz	\$120.00	TRAINING EXPENSE
5/2/2024	Juan C. Diaz	\$160.00	TRAINING EXPENSE
5/2/2024	Heidi Duarte-Valdez	\$100.00	TRAINING EXPENSE
5/2/2024	Maritza Y. Escobar	\$100.00	TRAINING EXPENSE

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/2/2024	Joselyn Factor	\$160.00	TRAINING EXPENSE
5/2/2024	Andrea E. Flores	\$160.00	TRAINING EXPENSE
5/2/2024	Zahyra G. Flores	\$140.00	TRAINING EXPENSE
5/2/2024	Alyssa Gallardo	\$160.00	TRAINING EXPENSE
5/2/2024	Mia N. Garcia	\$160.00	TRAINING EXPENSE
5/2/2024	Angelina Gutierrez	\$160.00	TRAINING EXPENSE
5/2/2024	Isadora Gutierrez	\$140.00	TRAINING EXPENSE
5/2/2024	Leila Jaime	\$160.00	TRAINING EXPENSE
5/2/2024	Dakota Kropf	\$60.00	TRAINING EXPENSE
5/2/2024	Yaretsy Landeros	\$160.00	TRAINING EXPENSE
5/2/2024	Vanessa Lara	\$140.00	TRAINING EXPENSE
5/2/2024	Carly Ledesma	\$160.00	TRAINING EXPENSE
5/2/2024	Ivan Ledesma	\$160.00	TRAINING EXPENSE
5/2/2024	Emmaleigh L. List	\$160.00	TRAINING EXPENSE
5/2/2024	Genesis P. Lopez	\$160.00	TRAINING EXPENSE
5/2/2024	Johnny J. Lopez	\$120.00	TRAINING EXPENSE
5/2/2024	Estela J. Lupian	\$160.00	TRAINING EXPENSE
5/2/2024	Jimena Lupian	\$160.00	TRAINING EXPENSE
5/2/2024	Shaylee Malloy	\$140.00	TRAINING EXPENSE
5/23/2024	Shaylee Malloy	\$140.00	TRAINING EXPENSE
5/2/2024	Melanie Martinez	\$140.00	TRAINING EXPENSE

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/2/2024	Aiden Medrano	\$100.00	TRAINING EXPENSE
5/2/2024	Ruvy Pena	\$160.00	TRAINING EXPENSE
5/2/2024	Abimeris C. Perez	\$80.00	TRAINING EXPENSE
5/2/2024	Tiffany Ramirez	\$20.00	TRAINING EXPENSE
5/2/2024	Joshua Ramos	\$160.00	TRAINING EXPENSE
5/2/2024	Remigia Raymundo Lopez	\$80.00	TRAINING EXPENSE
5/2/2024	Wilson Riphin II	\$140.00	TRAINING EXPENSE
5/2/2024	Wilmide Riphin	\$160.00	TRAINING EXPENSE
5/2/2024	Janelly Rivas	\$60.00	TRAINING EXPENSE
5/2/2024	Jelissa K. Rivas	\$100.00	TRAINING EXPENSE
5/2/2024	Karla S. Rodriguez	\$160.00	TRAINING EXPENSE
5/2/2024	Christell G. Salazar	\$140.00	TRAINING EXPENSE
5/2/2024	Ashley Saravia Gomez	\$160.00	TRAINING EXPENSE
5/2/2024	Carina J. Sartun Vasquez	\$140.00	TRAINING EXPENSE
5/2/2024	Alexis J. Tarr	\$160.00	TRAINING EXPENSE
5/2/2024	Emma Urwiller	\$100.00	TRAINING EXPENSE
5/2/2024	Kiara J. Vallecillo	\$140.00	TRAINING EXPENSE
5/2/2024	Emily M. Wanberg	\$140.00	TRAINING EXPENSE
5/2/2024	Jorge L. Zuniga	\$100.00	TRAINING EXPENSE
5/16/2024	Rex K. Hawkins	\$139.36	TRAVEL IN STATE
5/23/2024	Rex K. Hawkins	\$39.52	TRAVEL IN STATE

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/16/2024	Kari Meyer	\$847.60	TRAVEL IN STATE
5/2/2024	Darin Moeller	\$154.96	TRAVEL IN STATE
5/16/2024	Terry A. Murrell	\$208.00	TRAVEL IN STATE
5/30/2024	Brandon J. Sitzmann	\$30.16	TRAVEL IN STATE
5/23/2024	Kevin L. Stover	\$265.20	TRAVEL IN STATE
5/16/2024	Brandy L. TenHulzen	\$154.50	TRAVEL IN STATE
5/2/2024	Steven H. Warnstadt	\$27.00	TRAVEL IN STATE
5/9/2024	Steven Garcia	\$92.56	TRAVEL OUT OF STATE
5/2/2024	Terry A. Murrell	\$100.00	TRAVEL OUT OF STATE
5/2/2024	Terry A. Murrell	\$624.52	TRAVEL OUT OF STATE
5/9/2024	Steven H. Warnstadt	\$48.00	TRAVEL OUT OF STATE
5/25/2024	Voya Financial	\$12,808.20	TSA PAYABLE
5/23/2024	Heather Badar	\$856.00	TUITION
5/30/2024	Christina R. Brandon	\$3,000.00	TUITION
5/30/2024	Debbie Guerra	\$1,950.00	TUITION
5/23/2024	Mara K. Hall	\$1,721.00	TUITION
5/16/2024	Lee D. McNaughton	\$1,768.00	TUITION
5/23/2024	Darin Moeller	\$642.00	TUITION
5/16/2024	Benjamin L. Mohning	\$1,710.00	TUITION
5/23/2024	Caleb J. Nicholson	\$3,000.00	TUITION
5/23/2024	Martha C. Nuno	\$1,947.00	TUITION

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/23/2024	Kimberly Ortiz Salgado	\$1,186.50	TUITION
5/23/2024	Alexandra J. Polk	\$175.00	TUITION
5/23/2024	Angela Sewalson	\$2,756.00	TUITION
5/23/2024	Jessica M. Thompson	\$642.00	TUITION
5/30/2024	Erin L. Volk	\$423.00	TUITION
5/23/2024	Kayte E. Wilken	\$2,076.00	TUITION
5/9/2024	Berkshire Hathaway Energy	\$2,347.49	UTILITIES
5/16/2024	Berkshire Hathaway Energy	\$52,321.04	UTILITIES
5/16/2024	Berkshire Hathaway Energy	\$422.06	UTILITIES
5/16/2024	Berkshire Hathaway Energy	\$668.12	UTILITIES
5/23/2024	Berkshire Hathaway Energy	\$2,314.31	UTILITIES
5/23/2024	Black Hills Utility Holding	\$685.13	UTILITIES
5/30/2024	City Of Cherokee	\$74.74	UTILITIES
5/16/2024	City of Le Mars	\$39.53	UTILITIES
5/16/2024	City Of Mapleton	\$391.72	UTILITIES
5/9/2024	City of Sioux City	\$1,633.47	UTILITIES
5/9/2024	City of Sioux City	\$4,839.00	UTILITIES
5/9/2024	City of Sioux City	\$1,643.87	UTILITIES
5/9/2024	City of Sioux City	\$489.50	UTILITIES
5/9/2024	City of Sioux City	\$747.16	UTILITIES
5/9/2024	City of Sioux City	\$285.23	UTILITIES

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/9/2024	City of Sioux City	\$235.68	UTILITIES
5/9/2024	City of Sioux City	\$104.04	UTILITIES
5/9/2024	City of Sioux City	\$215.86	UTILITIES
5/9/2024	City of Sioux City	\$215.86	UTILITIES
5/9/2024	City of Sioux City	\$70.32	UTILITIES
5/9/2024	City of Sioux City	\$261.05	UTILITIES
5/9/2024	City of Sioux City	\$281.39	UTILITIES
5/9/2024	City of Sioux City	\$215.86	UTILITIES
5/9/2024	City of Sioux City	\$28.93	UTILITIES
5/2/2024	Constellation Energy Corporation	\$17,161.09	UTILITIES
5/16/2024	Denison Municipal Utilities	\$1,885.89	UTILITIES
5/16/2024	Interstate Power & Light Co	\$1,646.45	UTILITIES
5/16/2024	Interstate Power & Light Co	\$1,029.00	UTILITIES
5/30/2024	Interstate Power & Light Co	\$1,113.53	UTILITIES
5/23/2024	Sapp Bros Inc	\$524.89	UTILITIES
5/16/2024	Woodbury County Rural Electric	\$2,811.22	UTILITIES
5/16/2024	Advance Auto Parts	\$176.64	VEHICLES-MATERIALS & SUPPLIES
5/30/2024	AVE PLP LLC	\$742.36	VEHICLES-MATERIALS & SUPPLIES
5/16/2024	City of Sioux City	\$4,499.95	VEHICLES-MATERIALS & SUPPLIES
5/16/2024	City of Sioux City	\$87.74	VEHICLES-MATERIALS & SUPPLIES
5/16/2024	City of Sioux City	\$116.53	VEHICLES-MATERIALS & SUPPLIES

Western Iowa Tech Community College  
 Board Approval Voucher Detail Report  
 General & Auxiliary  
 6/6/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/16/2024	City of Sioux City	\$1,228.21	VEHICLES-MATERIALS & SUPPLIES
5/16/2024	City of Sioux City	\$56.86	VEHICLES-MATERIALS & SUPPLIES
5/16/2024	Graham Tire Sioux City	\$1,509.64	VEHICLES-MATERIALS & SUPPLIES
5/4/2024	Customers Bank	\$65,450.75	WITCC ONECARD PAYABLE
5/11/2024	Customers Bank	\$9,797.03	WITCC ONECARD PAYABLE
5/18/2024	Customers Bank	\$3,810.63	WITCC ONECARD PAYABLE
5/25/2024	Customers Bank	\$16,470.50	WITCC ONECARD PAYABLE
5/26/2024	Customers Bank	\$99.00	WITCC ONECARD PAYABLE
5/2/2024	Insurance Management Program	\$439.64	WORKMANS COMPENSATION
TOTAL		\$5,367,428.09	

Western Iowa Tech Community College  
Canceled Warrants Using Check Date  
General & Auxiliary  
6/3/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
4/25/2024	Polk County Sheriff	<u>-\$675.42</u>	OTHER EMPLOYEE PR DEDUCTIONS
TOTAL		-\$675.42	

# WESTERN IOWA TECH COMMUNITY COLLEGE

Bills to be approved at the board meeting June 17, 2024

## 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
<b>Total</b>	<b>\$ 688,875.00</b>

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
Special Federal  
6/3/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/4/2024	Western Iowa Tech General Fund	\$442.00	OTHER FEDERAL
5/18/2024	Western Iowa Tech General Fund	\$12,780.10	OTHER FEDERAL
5/25/2024	Western Iowa Tech General Fund	\$685,765.40	OTHER FEDERAL
5/25/2024	Western Iowa Tech General Fund	\$33,234.60	SCHOLARSHIPS
TOTAL		<u>\$732,222.10</u>	

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
Plant Fund  
6/3/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/9/2024	Jensen Motors	\$22,174.00	VEHICLES
		<u>\$22,174.00</u>	

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
House File  
6/3/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/29/2024	Cede & Co	\$200,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$130,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$85,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$170,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$505,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$710,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$55,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$105,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$420,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$220,000.00	BONDS PAYABLE
5/29/2024	Cede & Co	\$255,000.00	BONDS PAYABLE
5/21/2024	Western Iowa Tech General Fund	\$1,027.79	DUE TO GENERAL FUND
5/28/2024	Western Iowa Tech General Fund	\$14,835.00	INCOME CLEARING ACCOUNT
5/28/2024	Ahlers & Cooney PC	\$393.00	PROFESSIONAL SERVICES
5/28/2024	Ahlers & Cooney PC	\$10.01	PROFESSIONAL SERVICES
5/28/2024	Ahlers & Cooney PC	\$7.62	PROFESSIONAL SERVICES
5/28/2024	Ahlers & Cooney PC	\$6.96	PROFESSIONAL SERVICES
5/28/2024	Ahlers & Cooney PC	\$17.41	PROFESSIONAL SERVICES
5/26/2024	Security National Bank	\$4,380.06	SNB INVEST
5/26/2024	Security National Bank	\$44,893.00	SNB INVEST
5/26/2024	Security National Bank	\$2,188.39	SNB INVEST

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
House File  
6/3/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/26/2024	Security National Bank	\$100,262.71	SNB INVEST
5/26/2024	Security National Bank	\$19,646.00	SNB INVEST
5/26/2024	Security National Bank	\$30,152.77	SNB INVEST
5/26/2024	Security National Bank	\$28,048.00	SNB INVEST
5/26/2024	Security National Bank	\$11,748.38	SNB INVEST
5/26/2024	Security National Bank	\$15,876.42	SNB INVEST
5/29/2024	Cede & Co	\$3,200.00	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$3,737.50	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$3,357.50	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$28,007.50	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$57,808.75	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$4,587.50	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$6,481.25	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$19,649.25	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$36,093.75	TAXABLE INTEREST EXPENSE
5/29/2024	Cede & Co	\$57,772.50	TAXABLE INTEREST EXPENSE
5/7/2024	Central Service Association	\$1,786.34	TRAINING EXPENSE
5/21/2024	Prodenco	\$10,021.26	TRAINING EXPENSE
5/28/2024	Superior Industrial Mechanical	\$1,575.00	TRAINING EXPENSE
5/14/2024	VT Industries Inc	\$6,000.00	TRAINING EXPENSE
5/7/2024	Western Iowa Tech Comm Ed	\$3,600.00	TRAINING EXPENSE

Western Iowa Tech Community College  
 Board Approval Voucher Detail Report  
 House File  
 6/3/2024

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
5/14/2024	Western Iowa Tech Comm Ed	\$799.00	TRAINING EXPENSE
5/14/2024	Western Iowa Tech Comm Ed	\$3,100.00	TRAINING EXPENSE
5/14/2024	Western Iowa Tech Comm Ed	\$5,200.00	TRAINING EXPENSE
5/14/2024	Western Iowa Tech Comm Ed	\$7,785.00	TRAINING EXPENSE
5/14/2024	Western Iowa Tech Comm Ed	\$630.00	TRAINING EXPENSE
5/14/2024	Western Iowa Tech Comm Ed	\$14,050.00	TRAINING EXPENSE
5/14/2024	Western Iowa Tech Comm Ed	\$2,517.00	TRAINING EXPENSE
TOTAL		<u>\$3,406,252.62</u>	

PERSONNEL REPORT  
Regular Appointments  
June 17, 2024

**I. INSTRUCTIONAL STAFF**

- A. **Jolene M. Newman** has been selected for the position as Nursing Instructor effective August 20, 2024, at an annualized salary of \$54,821, (MA, Step 10). This is a previously authorized position, vacant due to resignation, eligible for full time benefits.

**II. ADMINISTRATIVE STAFF**

- A. **Jaclyn L. Mendez** has been selected for the position of Recruitment Specialist effective June 18, 2024, at an annual salary of \$47,090, grade 6 exempt administrative position. This is a previously authorized position, vacant due to resignation, eligible for full time benefits.
- B. **Mary C. Hartnett** has submitted her voluntary resignation as Announcer/News Editor for KWIT effective June 7, 2024. She is to be paid for all time worked through that date and for all earned and unused vacation.
- C. **Loren J. Schmoll** has submitted her voluntary resignation as College and Career Transition Counselor/Advisor effective July 19, 2024. She is to be paid for all time worked through that date and for all earned and unused vacation.
- D. **Kerry J. Patchin** has submitted her voluntary resignation as Administrative Program Coordinator effective June 27, 2024. She is to be paid for all time worked through that date and for all earned and unused vacation.
- E. **Nicholas R. Demke**, Educational Coordinator has completed the additional course work to a master's degree and his annual wage is to be increased by \$600 effective July 1, 2024.
- F. **Hodeis Hadadi**, Adult Basic Education Specialist has completed the additional course work to a master's degree and her annual wage is to be increased by \$600 effective July 1, 2024.
- G. **Kendra R. Hall**, Library Manager has completed the additional course work to a doctorate degree and her annual wage is to be increased by \$750 effective July 1, 2024.

- H. It is recommended that the employment of **Phouthasone E. Vongsiprasom** Head Coach- Women's Soccer be changed to full time status effective July 1, 2024, at an annual salary of \$52,000. Eligible for full time benefits.
- I. It is recommended that the position of **Network Administrator** be authorized as a grade 8 exempt administrative position effective immediately.
- J. It is recommended that the position of **Ruben D. Garcia**, Network Specialist be changed to Network Administrator effective July 1, 2024, at an annual salary of \$65,835, grade 8 administrative position. Full time benefits to be changed accordingly.
- K. It is recommended that the position of **Shaheen M. Tellis**, Network Specialist be changed to Network Administrator effective July 1, 2024, at an annual salary of \$65,835, grade 8 administrative position. Full time benefits to be changed accordingly.

### III. SUPPORT STAFF

- A. **Kristen M. Brown** has been selected for the position as Secretary for Recruitment and Housing effective June 18, 2024, at an annualized salary of \$35,397, grade 3 support position. This is a previously authorized position, vacant due to reassignment, eligible for full time Benefits.
- B. **Thomas B. Bell** has submitted his voluntary resignation as Maintenance Engineer effective May 30, 2024. He is to be paid for all time worked through that date and for all earned and unused vacation.
- C. **Daniela Cuevas** has submitted her voluntary resignation as Secretary for Upward Bound and Talent Search effective June 27, 2024. She is to be paid for all time worked through that date and for all earned and unused vacation.
- D. **Dalton R. Swick** Maintenance Engineer has completed the additional course work to a bachelor's degree and his annual wage is to be increased by \$500 effective July 1, 2024.
- E. **Mary A. Steinhauer**, Secretary has completed the additional course work to a bachelor's degree and her annual wage is to be increased by \$500 effective July 1, 2024.

**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 17, 2024

NAME	DEPARTMENT OR COURSE # - SECT	APPOINTMENT	FROM	THROUGH	APPT \$/HR	SALARY
Aguirre, Kandice	PNN Lab	Adjunct Instructor	07/01/24	06/30/25	\$ 41.50	Time Entry
Aguirre, Kandice	PNN Clinical	Adjunct Instructor	07/01/24	06/30/25	\$ 52.00	Time Entry
Bryan, Ted	PHY-172	NACEP Visit	05/07/24	05/07/24		\$ 100.00
Cosgrove, Peter	EMS	Adjunct Instructor	05/11/24	06/30/25	\$ 41.50	Time Entry
Darwin, William	MUS-125	NACEP Visit	05/07/24	05/07/24		\$ 100.00
Darwin, William	MUS-115	NACEP Visit	05/07/24	05/07/24		\$ 100.00
DeGroot-Hammer, Amy	Corporate College	Teen Drivers Ed-BTW	06/08/24	06/08/25	\$ 30.00	Time Entry
DeGroot-Hammer, Amy	Corporate College	Teen Drivers Ed-Classroom Instructor	06/08/24	06/08/25	\$ 39.25	Time Entry
Dejong, Madeline	Upward Bound	Summer Camp Mentor	05/28/24	07/23/24		\$ 2,500.00
Fitch, Bill	WEL-110-01	Independent Study	05/24/24	07/31/24		\$ 240.00
Fitch, Bill	WEL-420-01	Independent Study	06/25/24	08/02/24		\$ 320.00
Fitch, Bill	WEL-424-01	Independent Study	05/28/24	06/24/24		\$ 240.00
Fitch, Bill	WEL-421-01	Independent Study	05/28/24	08/02/24		\$ 320.00
Flanigan, Mellisa	ADM-932-01	Internship	05/28/24	08/02/24		\$ 240.00
Flanigan, Mellisa	ACC-111	Shared Master	05/08/24	05/06/24		\$ 210.00
Flanigan, Mellisa	ACC-111	Restricted Master	05/06/24	05/06/24		\$ 210.00
Flanigan, Mellisa	ADM-154	Restricted Master	05/06/24	05/06/24		\$ 210.00
Flores, Leonardo	Upward Bound	Summer Camp Mentor	05/28/24	07/23/24		\$ 2,500.00
Frenchman, Jered	WEL-110-01	Independent Study	05/24/24	07/31/24		\$ 240.00
Frenchman, Jered	WEL-420-01	Independent Study	06/25/24	08/02/24		\$ 320.00
Frenchman, Jered	WEL-424-01	Independent Study	05/28/24	06/24/24		\$ 240.00
Frenchman, Jered	WEL-421-01	Independent Study	05/28/24	08/02/24		\$ 320.00
Garcia, James	Upward Bound	Summer Camp Mentor	05/28/24	07/23/24		\$ 2,500.00
Griffin, Bradley	Math	Professional tutor	05/21/24	08/02/24	\$ 18.00	Time Entry
Hannah, Kelly	HSC-218	Master Course	05/16/24	05/24/24		\$ 210.00
Ibarra, Brian	Upward Bound	Summer Camp Mentor	05/28/24	07/23/24		\$ 2,500.00
Kastner, Angela	ADN235	Master Course	05/16/24	05/16/24		\$ 210.00
Kulawik, Veronica	ABE Specialist	Instructor	05/20/24	08/15/25	\$ 22.64	Time Entry
McDermott, Gabby	HSC-114	Shared Master	05/16/24	05/16/24		\$ 270.00
McDermott, Gabby	HSC-114	Restricted Master	05/16/24	05/16/24		\$ 270.00
McNaughton, Lee	Title III	Universal Design Learning Academy	05/13/24	05/16/24		\$ 440.00
Mercer, Linda	Title III	Universal Design Learning Academy	05/13/24	05/16/24		\$ 440.00
Miller, Tina	CTSO	CTSO Advisor-SkillsUSA	05/01/24	04/30/25		\$ 6,000.00
Monk, Carmen	Title III	Universal Design Learning Academy	05/13/24	05/16/24		\$ 440.00
Monk, Carmen	MAP-609-03	Practicum	08/28/24	08/02/24		\$ 2,400.00
Morales, Rosa	C.N.A	Patient Care Aide	05/20/24	06/03/25	\$ 15.84	Time Entry
Mueller, Sandra	BUS-102	Restricted Master	05/06/24	05/06/24		\$ 210.00
Mueller, Sandra	MKT-110	Restricted Master	05/06/24	05/06/24		\$ 210.00
Mueller, Sandra	MGT-170	Shared Master	05/06/24	05/06/24		\$ 210.00
Mueller, Sandra	MGT-170	Restricted Master	05/06/24	05/06/24		\$ 210.00
Mueller, Sandra	MGT-938-01	OJT (BUS)	05/28/24	08/02/24		\$ 160.00
Mueller, Sandra	MGT-938-03	OJT (HR)	05/28/24	08/02/24		\$ 160.00
Nolan, Sarah	ABE Specialist	Instructor	05/30/24	08/15/25	\$ 22.64	Time Entry
Oetken, Brett	AGC-113	NACEP Visit-LeMars	05/20/24	05/20/24		\$ 100.00
Oetken, Brett	AGC-936-01	Occupational Experience	05/28/24	08/02/24		\$ 480.00
Patchin, Kerry	HSC-173	Master Course	05/16/24	05/16/24		\$ 210.00
Peabody, Matthew	LIT-949-01	Independent Study Shared	05/28/24	08/02/24		\$ 120.00
Polk, Charles	LIT-949-01	Independent Study Shared	05/28/01	08/02/24		\$ 120.00
Raut, Mathbar	Math	Professional Tutor	06/03/24	08/02/24	\$ 18.00	\$ 120.00
Reeves, Renee	MAP-135-501	Independent Study	05/28/24	07/21/24		\$ 480.00
Shook, Amanda	PN Clinical	Adjunct Instructor	07/01/24	06/30/25	\$ 52.00	Time Entry
Shook, Amanda	PN Lab	Adjunct Instructor	07/01/24	06/30/25	\$ 41.50	Time Entry
Shook, Amanda	Non-Instructional	Adjunct Instructor	07/01/24	06/30/25	\$ 22.00	Time Entry
Shook, Amanda	A.D.N Clinical	Adjunct Instructor	07/01/24	06/30/25	\$ 52.00	Time Entry
Shook, Amanda	A.D.N Lab	Adjunct Instructor	07/01/24	06/30/25	\$ 41.50	Time Entry
Torres, Andres	Verizon Camp	Verizon Camp Instructor	06/04/24	06/27/24		\$ 3,984.00
Walker, Hannah	Upward Bound	Summer Camp Mentor	05/28/24	07/23/24		\$ 2,500.00
Williams, Jullina	Title III	Universal Design Learning Academy	05/13/24	05/16/24		\$ 440.00
Wollman, Molly	Admissions	Student Worker	05/28/24	08/09/24	\$ 9.00	Time Entry

**CERTIFICATE FOR PAYMENT**

Contractor: Steve Harris Construction Inc.  
4793 Fiddler Creek Rd.  
Homer, NE 68030

Payment No.: 2  
DGR Engineering

Project: 2024 WITCC Parking Lot 4 Paving Improvements Project

DGR Project No.: 273068

Owner: Western Iowa Tech Community College

Contract Date: February 12, 2024

For Period From: April 23, 2024 through May 22, 2024

Item No.	Estimated Units	Description	Unit Price	Contract Cost	Completed Units	Value of Work
<b>Division I - General</b>						
1	1	L.S. Temporary Traffic Control	\$ 3,520.00	\$ 3,520.00	0.5	\$ 1,760.00
2	1	L.S. SWPPP Management	\$ 1,000.00	\$ 1,000.00		\$ -
3	1	L.S. Erosion Control	\$ 3,850.00	\$ 3,850.00	0.1	\$ 385.00
4	1	L.S. Mobilization	\$ 51,325.00	\$ 51,325.00	0.5	\$ 25,662.50
<b>Subtotal - Division I</b>				<b>\$ 59,695.00</b>		<b>\$ 27,807.50</b>
<b>Division II - Parking Lot 4 Improvements</b>						
5	40.8	UNIT Clear and Grub Existing Trees	\$ 110.00	\$ 4,488.00		\$ -
6	2687	C.Y. Excavation, Class 10	\$ 13.20	\$ 35,468.40	250	\$ 3,300.00
7	7630	S.Y. Subgrade Preparation, 12"	\$ 3.00	\$ 22,890.00	991	\$ 2,973.00
8	106	L.F. Sanitary Sewer Gravity Main, Trenched, PVC SDR26, 6"	\$ 65.05	\$ 6,895.30		\$ -
9	104	L.F. Removal of Sanitary Sewer Main	\$ 8.00	\$ 832.00		\$ -
10	1	Ea. Connect to Existing Sanitary Sewer Main	\$ 552.95	\$ 552.95		\$ -
11	110	L.F. Storm Sewer, Trenched, SS, 15"	\$ 75.85	\$ 8,343.50		\$ -
12	30	L.F. Storm Sewer, Trenched, SS, 18"	\$ 99.95	\$ 2,998.50		\$ -
13	264	L.F. Storm Sewer, Trenched, HPPP, 30"	\$ 143.52	\$ 37,889.28	16	\$ 2,296.32
14	404	L.F. Removal of Storm Sewer, ≤27"	\$ 15.00	\$ 6,060.00		\$ -
15	1	Ea. Manhole, SW-301, 48"	\$ 7,320.10	\$ 7,320.10		\$ -
16	1	Ea. Intake, SW-545R, 14' Opening	\$ 4,902.90	\$ 4,902.90		\$ -
17	1	Ea. Manhole Adjustment, Minor	\$ 1,397.24	\$ 1,397.24		\$ -
18	1	Ea. Remove Sanitary Manhole	\$ 1,000.00	\$ 1,000.00		\$ -
19	4	Ea. Remove Intake	\$ 750.00	\$ 3,000.00		\$ -
20	1	L.S. Existing Oil/Sand Separator Access and Cleanout Adjustments	\$ 1,000.00	\$ 1,000.00		\$ -
21	7297	S.Y. Pavement, PCC, 7"	\$ 59.29	\$ 432,639.13	961	\$ 56,977.69
22	184	S.F. Removal of Sidewalk	\$ 3.30	\$ 607.20		\$ -
23	1835	S.F. Sidewalk, PCC, 6"	\$ 10.25	\$ 18,808.75		\$ -
24	5976	S.F. Furnish and Install 1.5-inch Below Grade Rated Insulation Board	\$ 3.00	\$ 17,928.00		\$ -
25	6800	S.Y. Pavement Removal	\$ 8.80	\$ 59,840.00	1224	\$ 10,771.20
26	2998	L.F. Painted Pavement Markings, Epoxy	\$ 2.86	\$ 8,574.28		\$ -
27	542	L.F. Permanent Tape Markings, 4"	\$ 3.85	\$ 2,086.70		\$ -
28	11	Ea. Furnish and Install Handicap Signs/Bollard and Symbol (Permanent Tape Markings)	\$ 1,595.00	\$ 17,545.00		\$ -
29	746	L.F. Wattle, 9", Furnish, Install, Maintain and Remove	\$ 7.98	\$ 5,953.08		\$ -
30	149	L.F. Silt Fence, Furnish, Install, Maintain and Remove	\$ 7.21	\$ 1,074.29		\$ -
31	1	L.S. Flume Replacement at Bur Oaks Student Housing Location	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00
32	1	L.S. Remove Light Pole, Pole Base, Conduit and Wiring	\$ 1,892.00	\$ 1,892.00		\$ -
33	5	Ea. Parking Lot Twin Light Pole & Base	\$ 3,338.50	\$ 16,692.50		\$ -

Item No.	Estimated Units		Description	Unit Price	Contract Cost	Completed Units	Value of Work
34	10	Ea.	Parking Lot Fixture	\$ 1,595.00	\$ 15,950.00		
35	893	L.F.	Conduit, PVC, Schedule 40, 1"	\$ 3.85	\$ 3,438.05	535	\$ 2,059.75
36	1786	L.F.	Conduit, PVC, Schedule 40, 2"	\$ 6.88	\$ 12,287.68	1070	\$ 7,361.60
37	576	L.F.	Conduit, PVC, Schedule 80, 1.25"	\$ 7.70	\$ 4,435.20	487	\$ 3,749.90
38	72	L.F.	Conduit, PVC, Schedule 80, 2"	\$ 9.57	\$ 689.04	76	\$ 727.32
39	684	L.F.	Conductor, 2/C-#10, Cu, 600 Volts	\$ 2.20	\$ 1,504.80	354	\$ 778.80
40	684	L.F.	Conductor, 4/C-#8, Cu, 600 Volts	\$ 4.29	\$ 2,934.36	487	\$ 2,089.23
41	1541	L.F.	Trench, 30" Deep	\$ 4.24	\$ 6,533.84	1032	\$ 4,375.68
42	7	Ea.	Junction Box	\$ 1,639.00	\$ 11,473.00	4	\$ 6,556.00
42A	4	Ea.	Furnish and Install Bollard	\$ 550.00	\$ 2,200.00		\$ -
<b>Subtotal - Division II</b>					<b>\$ 791,125.07</b>		<b>\$ 105,016.49</b>
<b>Division III - Ring Road Reconstruction</b>							
43	692	C.Y.	Excavation, Class 10	\$ 13.20	\$ 9,134.40	160	\$ 2,112.00
44	3016	S.Y.	Subgrade Preparation, 12"	\$ 4.00	\$ 12,064.00	1193	\$ 4,772.00
45	3011	S.Y.	Subgrade Treatment, Non-Woven Geotextile	\$ 3.10	\$ 9,334.10	1193	\$ 3,698.30
46	474	C.Y.	Subbase, Modified	\$ 66.00	\$ 31,284.00	258	\$ 17,028.00
47	73	L.F.	Storm Sewer, Trenched, SS, 15"	\$ 85.93	\$ 6,272.89	32	\$ 2,749.76
48	8	L.F.	Storm Sewer, Trenched, RCP, 15"	\$ 152.48	\$ 1,219.84		\$ -
49	8	L.F.	Storm Sewer, Trenched, RCP, 18"	\$ 160.51	\$ 1,284.08	40	\$ 6,420.40
50	63	L.F.	Removal of Storm Sewer, ≤27"	\$ 20.00	\$ 1,260.00	54	\$ 1,080.00
51	2	Ea.	Connect to Existing Storm Sewer, ≤30"	\$ 1,000.00	\$ 2,000.00	1	\$ 1,000.00
52	1475	L.F.	Subdrain, 6"	\$ 18.96	\$ 27,966.00	636	\$ 12,058.56
53	13	Ea.	Subdrain Outlet	\$ 331.03	\$ 4,303.39	2	\$ 662.06
54	2	Ea.	Intake, SW-501	\$ 4,421.98	\$ 8,843.96	0.9	\$ 3,979.78
55	3	Ea.	Intake, SW-505	\$ 6,384.45	\$ 19,153.35	0.9	\$ 5,746.01
56	1	Ea.	Manhole Adjustment, Minor	\$ 1,374.24	\$ 1,374.24		\$ -
57	1	Ea.	Connect to Existing Manhole	\$ 1,150.00	\$ 1,150.00	1	\$ 1,150.00
58	3	Ea.	Remove Intake	\$ 750.00	\$ 2,250.00	2	\$ 1,500.00
59	1	Ea.	Reconstruct DW-12 Intake Top	\$ 2,402.90	\$ 2,402.90		\$ -
60	213	S.Y.	Pavement, PCC, 7"	\$ 64.04	\$ 13,640.52	99	\$ 6,339.96
61	2489	S.Y.	Pavement, PCC, 8"	\$ 61.08	\$ 152,028.12	1060	\$ 64,744.80
62	261	S.F.	Detectable Warnings	\$ 40.18	\$ 10,486.98		\$ -
63	55	S.Y.	Driveway, Paved, PCC, 6"	\$ 50.26	\$ 2,764.30		\$ -
64	5765	S.F.	Removal of Sidewalk	\$ 3.30	\$ 19,024.50		\$ -
65	7122	S.F.	Sidewalk, PCC, 6"	\$ 10.09	\$ 71,860.98		\$ -
66	2682	S.Y.	Pavement Removal	\$ 8.80	\$ 23,601.60	1016	\$ 8,940.80
67	180	L.F.	Permanent Tape Markings, 4"	\$ 3.85	\$ 693.00		\$ -
68	186	L.F.	Permanent Tape Markings, 24"	\$ 22.00	\$ 4,092.00		\$ -
69	4	Ea.	Arrow Symbol (Permanent Tape Marking)	\$ 550.00	\$ 2,200.00		\$ -
70	351	L.F.	Wattle, 9", Furnish, Install, Maintain and Remove	\$ 7.98	\$ 2,800.98		\$ -
71	467	L.F.	Silt Fence, Furnish, Install, Maintain and Remove	\$ 7.21	\$ 3,367.07		\$ -
72	1	L.S.	Remove Light Pole, Pole Base, Conduit and Wiring	\$ 1,419.00	\$ 1,419.00		\$ -
73	4	Ea.	Ring Road Twin Light Pole & Base	\$ 2,304.50	\$ 9,218.00		\$ -
74	1	Ea.	Ring Road Single Light Pole & Base	\$ 2,304.50	\$ 2,304.50		\$ -
75	9	L.F.	Ring Road Fixture	\$ 1,540.00	\$ 13,860.00		\$ -
76	674	L.F.	Conduit, PVC, Schedule 80, 1.25"	\$ 7.70	\$ 5,189.80		\$ -
77	465	L.F.	Conductor, 2/C-#10, Cu, 600 Volts	\$ 2.20	\$ 1,023.00		\$ -
78	800	L.F.	Conductor, 4/C-#8, Cu, 600 Volts	\$ 4.29	\$ 3,432.00		\$ -
79	674	L.F.	Trench, 30" Deep	\$ 4.24	\$ 2,857.76		\$ -
80	2	Ea.	Junction Box	\$ 1,639.00	\$ 3,278.00		\$ -
<b>Subtotal - Division III</b>					<b>\$ 490,439.26</b>		<b>\$ 143,982.43</b>
<b>Division IV - KWIT Parking Lot Improvements</b>							
81	161	C.Y.	Excavation, Class 10	\$ 13.20	\$ 2,125.20		\$ -
82	780	S.Y.	Subgrade Preparation, 12"	\$ 3.00	\$ 2,340.00		\$ -
83	22	L.F.	Storm Sewer, Trenched, PVC, 6"	\$ 95.59	\$ 2,102.98		\$ -
84	20	L.F.	Storm Sewer, Trenched, PVC, 8"	\$ 103.73	\$ 2,074.60		\$ -

Item No.	Estimated Units	Description	Unit Price	Contract Cost	Completed Units	Value of Work
85	183	L.F. Storm Sewer, Trenched, SS, 18"	\$ 104.96	\$ 19,207.68		\$ -
86	17	L.F. Removal of Storm Sewer, ≤27"	\$ 30.00	\$ 510.00		\$ -
87	2	Ea. Connect to Existing Storm Sewer, ≥6"	\$ 1,074.45	\$ 2,148.90		\$ -
88	1	Ea. Intake, SW-501	\$ 4,421.97	\$ 4,421.97		\$ -
89	1	Ea. Remove Intake	\$ 750.00	\$ 750.00		\$ -
90	662	S.Y. Pavement, PCC, 7"	\$ 74.74	\$ 49,477.88		\$ -
91	429	S.F. Removal of Sidewalk	\$ 3.30	\$ 1,415.70		\$ -
92	632	S.F. Sidewalk, PCC, 6"	\$ 10.31	\$ 6,515.92		\$ -
93	892	S.F. Furnish and Install 1.5-inch Below Grade Rated Insulation Board	\$ 3.00	\$ 2,676.00		\$ -
94	803	S.Y. Pavement Removal	\$ 8.80	\$ 7,066.40		\$ -
95	72	L.F. Painted Pavement Markings, Epoxy	\$ 2.86	\$ 205.92		\$ -
96	77	L.F. Permanent Tape Markings, 4"	\$ 3.85	\$ 296.45		\$ -
97	1	Ea. Furnish and Install Handicap Signs/Bollard and Symbol (Permanent Tape Markings)	\$ 1,595.00	\$ 1,595.00		\$ -
98	1	Ea. Furnish and Install Bollard	\$ 550.00	\$ 550.00		\$ -
99	93	L.F. Wattle, 9", Furnish, Install, Maintain and Remove	\$ 7.98	\$ 742.14		\$ -
100	140	L.F. Silt Fence, Furnish, Install, Maintain and Remove	\$ 7.21	\$ 1,009.40		\$ -
101	1	L.S. Light Pole Relocation & Base	\$ 1,430.00	\$ 1,430.00		\$ -
102	180	L.F. Conduit, PVC, Schedule 40, 1.25"	\$ 5.23	\$ 941.40		\$ -
103	36	L.F. Conduit, PVC, Schedule 80, 2"	\$ 9.57	\$ 344.52		\$ -
104	200	L.F. Conductor, 3/C-#10, Cu, 600 Volts	\$ 2.86	\$ 572.00		\$ -
105	216	Ea. Trench, 30" Deep	\$ 4.24	\$ 915.84		\$ -
106	1	Ea. Junction Box	\$ 1,639.00	\$ 1,639.00		\$ -
<b>Subtotal - Division IV</b>				<b>\$ 113,074.90</b>		<b>\$ -</b>
<b>Total Original Contract Divisions I, II, III and IV</b>				<b>\$ 1,454,334.23</b>		<b>\$ 276,806.42</b>

Payment No.: 2

Value of Work Completed \$ 276,806.42

STORED MATERIALS				
Item No.	Description	No. Units	Unit Cost (Matl. Only)	Total

Total Stored Materials \$ -

Value of Work Completed and Stored Materials \$ 276,806.42

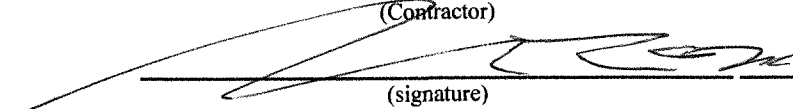
Less Retainage 5% \$ 13,840.32

Amount Due This Certificate for Payment \$ 262,966.10

Less Previous Estimates \$ 38,694.77

**AMOUNT DUE THIS ESTIMATE** \$ 224,271.33

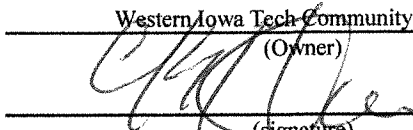
Payment Requested by: Steve Harris Construction Inc.  
(Contractor)

 5-23, 2024  
(signature) (Date)

Payment Recommended by: DGR Engineering

 5/24, 2024  
(signature) (Date)

Payment Approved by: Western Iowa Tech Community College  
(Owner)

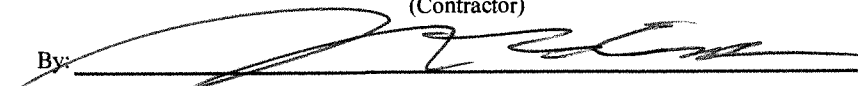
 6/3, 2024  
(signature) (Date)

**CONTRACTOR'S DECLARATION**  
**For submittal each month with partial payment requests**  
**Must list change order items**  
**Items list and/or proposed prices required**

I hereby declare that I have not, during the period April 23, 2024 through May 22, 2024, performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or claim compensation from Western Iowa Tech Community College, the Owner, or his agents, in addition to the regular items set forth in the contract dated February 12, 2024 for 2024 WITCC Parking Lot 4 Paving Improvements Project executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided thereunder, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

Date: 5-23-2024

\_\_\_\_\_  
Steve Harris Construction Inc.  
(Contractor)

By: 

Title: Project Manager

## ADDENDUM TO THE MAY 2024 GRADUATION LIST

<u>NAME</u>	<u>PROGRAM</u>	<u>CITY</u>	<u>STATE</u>
Anthony W. Klein	Production Welding-CERT	Sioux City	IA
Alethea Tasich	Early Childhood Education-AAS	Schleswig	IA
Alethea Tasich	Early Childhood Studies-DIP	Schleswig	IA
Alethea Tasich	Child Development-Infant Toddler-CERT	Schleswig	IA
Alethea Tasich	Child Development-Preschool-CERT	Schleswig	IA
Jessica Montoya Machuca	Marketplace Design-DIP	Sioux City	IA
Jacob Dahlheimer	Arts and Sciences-AA	Sioux City	IA
Azaria Meals	Arts and Sciences-AA	Sioux City	IA
Genneses Alvarado	Arts and Sciences-AA	Omaha	NE
Andrew Koontz	Technical Studies-AAS	Sioux City	IA
Evan Kroll	Technical Studies-AAS	Hinton	IA
Israel Rosas	Technical Studies-AAS	South Sioux City	NE
Glavester Bridgett	Technical Studies-AAS	North Sioux City	SD

# 2024 Commencement



Western Iowa Tech  
Community College

Loving our "Brand" new look!





*Better Together*  
~Look at that crowd!



**2024 Commencement  
WITCC Board of Directors**

# Community Partner Award

*Thermo Bond Buildings*





*Priceless moment  
with our Grads!*



**DATE:** June 10, 2024

**TO:** Terry Murrell, President

**FROM:** Tawnya Beermann, Dean of Students

**RE:** WITCC Spring 2024 Graduation Report

Western Iowa Tech Community College Spring 2024 Commencement Day festivities were held at the Sioux City Tyson Event Center, with the following schedule of events:

3:00 PM Nursing Graduates Pinning ceremony  
6:00 PM Commencement Celebration for all WITCC programs

The 2024 Spring Commencement marked several exciting “**firsts**” for Western Iowa Tech:

- ***First Commencement event showcasing WITCC’s new brand!***  
The Sioux City Tyson Event Center stage displayed WITCC’s new brand in style, with the new logo centered on a stunning navy-blue and lime banner. Graduates proudly wore navy-blue caps and gowns adorned with WITCC’s new logo on the tassel. The event program also featured a classy navy-blue cover with the new logo.
- ***First All-Graduates Commencement event since the pandemic.***  
This spring, WITCC filled the Tyson Event Center with a standing-room-only crowd of family, friends, faculty, and staff, eager to celebrate the 2023-2024 Academic-Year graduates. This was a welcome change from previously adjusted celebration models, which included the 2020 virtual commencement, followed by three years of hosting split ceremonies.
- ***First Commencement event with the entire WITCC board of directors in attendance.***  
All nine members of the WITCC Board of Directors were present on stage to celebrate the graduates. This was a great opportunity to capture a photo of the entire board in their regalia.



- **Setting Records while providing Real-World Learning Opportunities**

WITCC's Commencement festivities continue to serve as a valuable "Capstone Project" for first-year Mass Communication program students. Each year, these learners converge on the Tyson Event Center, along with state-of-the-art equipment, and test their skills by broadcasting our biggest celebration of the year on the WITv YouTube channel and Facebook live stream, all without the assistance of program faculty.

	2024	2023	2022
WITv You Tube	718	663	653
Facebook Live	6,500+	YouTube Only	2,900

- **Earlier Path to a Career provided with WITCC College Now**

WITCC College Now participants competed credentials prior to High School graduation:  
 Certificate: 349    Diploma: 3    AA Degree: 5

Academic Degree	SPRING SEMESTER CREDENTIALS AWARDED								
	YEAR AWARDED								
	2024	2023	2022	2021	2020	2019	2018	2017	2016
	<b>May</b>	<b>May</b>	<b>May</b>	<b>May</b>	<b>May</b>	<b>May</b>	<b>May</b>	<b>May</b>	<b>May</b>
Associate of Arts	66	50	52	54	73	62	67	95	68
Associate of Science	1	1	4	7	12	7	8	10	4
Associate of General Studies	0	5	4	7	4	3	2	4	5
Associate of Applied Science	225	254	272	241	257	274	276	275	272
<b>Total</b>	<b>292</b>	<b>310</b>	<b>332</b>	<b>309</b>	<b>346</b>	<b>346</b>	<b>353</b>	<b>384</b>	<b>349</b>
Diplomas	319	315	331	339	319	329	377	316	350
Certificates	371	326	414	367	356	482	398	511	481
<b>Total Credentials Awarded</b>	<b>982</b>	<b>951</b>	<b>1077</b>	<b>1015</b>	<b>1021</b>	<b>1157</b>	<b>1128</b>	<b>1211</b>	<b>1180</b>



DATE: June 10, 2024  
TO: Dr. Terry Murrell, President  
FROM: Christina Brandon, Dean Outreach & Information Technology  
Tawnya Beermann, Dean of Students

SUBJECT: 2024 Summer Enrollment Report

2024 Summer Enrollment showed excellent gains, compared with 2023 Summer enrollment. **Overall Head Count rose 7.8%**, or 108 students, at 1,484. **Overall Credit Hours rose 9.5%** at 8,385. College Student enrollments remain on a nice upward trend, with **College Student Credit Hours up 11.7%** and **College Student Head Count up 11%**, or 137 students.

#### **New Student enrollment is on the rise:**

On an exciting note, **New Students choosing WITCC in 24/SU is up 55 students, or 16.1%**, while Continuing Students are up 5%, or 53 students, compared to 23/SU.

**Arts & Sciences (A&S) enrollment continues to grow**, with a **A&S majors' summer enrollment up by 109 students, or 18.3%**! Arts & Science credit hours **are up 16.3%**. This may be attributed to the recent addition of Athletics, and summer enrollment of athletes, who are primarily enrolled in A&S majors. Career & Tech credit hours also showed a nice increase of 7.6%, considering Career & Tech programs have fewer summer requirements.

#### **Online continues to be the choice for summer:**

Online Learning Continues to be the dominant learning modality for Summer, with **Online representing 88.1% of total credits and On-Campus credits at 11.9%**.

#### **Student Demographics of note:**

The WITCC Summer cohort is aging, with an average age of 26.9 years, compared to 25.8 years in 20/SU. This may be attributed to a decrease in high school student summer enrollment, with **College Students now making up 93.3%** and **High Schoolers representing 6.7%** of the total headcount. Summer students funded by **Pell grants is up nearly 5%**, at 32.4%. This supports the need for Summer Pell funding.

**Cherokee Location showed an 88.2% increase in credit hours**, related to additional health science course offerings for students on the Nursing pathway.

## 2024 Summer Credit Enrollment Managerial Report

Census Date: June 3, 2024 (11:59pm)

### Total Enrollment

Head Count	1,484
Credit Hours	8,385

### Credit Hour by Course Cluster

Arts & Sciences	6,345
Career & Technica	2,040

### Credit Hour by Student Type

College Students	7,950
Concurrent Student:	435

### Seat Count and Credit Hours by Enrollment Format

	Seat Count*	Credit Hours
Online	1,351	7,383
Face-to-Face**	250	1,002
<b>Total</b>	<b>1,601</b>	<b>8,385</b>

\*duplicated

### New and Returning Students

New Students	395
Returning Students	1,089
<b>Total</b>	<b>1,484</b>

### Head Count by Student Type

College Students	1,385
Concurrent Students	99
<b>Total</b>	<b>1,484</b>

### Head Count by Major

	24 SU	23 SU	Change 24-23	22 SU	Change 23-22	21 SU	Change 22-21	20 SU	Change 21-20
Arts & Sciences	706	597	18.3%	617	-3.2%	634	-2.7%	675	-6.1%
Career & Technical	679	651	4.3%	558	16.7%	642	-13.1%	670	-4.2%
High School	99	128	-22.7%	89	43.8%	95	-6.3%	65	46.2%
<b>Total</b>	<b>1,484</b>	<b>1,376</b>	<b>7.8%</b>	<b>1,264</b>	<b>8.9%</b>	<b>1,371</b>	<b>-7.8%</b>	<b>1,410</b>	<b>-2.8%</b>

### Credit Hour by Major

	24 SU	23 SU	Change 24-23	22 SU	Change 23-22	21 SU	Change 22-21	20 SU	Change 21-20
Arts & Sciences	3,909	3,360	16.3%	3,172	5.9%	3,220	-1.5%	3,640	-11.5%
Career & Technical	4,041	3,757	7.6%	3,122	20.3%	3,580	-12.8%	3,774	-5.1%
High School	435	538	-19.1%	353	52.4%	397	-11.1%	297	33.7%
<b>Total</b>	<b>8,385</b>	<b>7,655</b>	<b>9.5%</b>	<b>6,647</b>	<b>15.2%</b>	<b>7,197</b>	<b>-7.6%</b>	<b>7,711</b>	<b>-6.7%</b>

### Credit Hour by Course Cluster

	24 SU	23 SU	Change 24-23	22 SU	Change 23-22	21 SU	Change 22-21	20 SU	Change 21-20
Arts & Sciences	6,345	5,807	9.3%	4,925	17.9%	5,497	-10.4%	6,069	9.4%
Career & Technical	2,040	1,848	10.4%	1,722	7.3%	1,700	1.3%	1,642	-3.5%
<b>Total</b>	<b>8,385</b>	<b>7,655</b>	<b>9.5%</b>	<b>6,647</b>	<b>15.2%</b>	<b>7,197</b>	<b>-7.6%</b>	<b>7,711</b>	<b>6.7%</b>

### Types of Entering Students

		24 SU	23 SU	22 SU	21 SU	20 SU
New Students	Head Count	395	340	326	334	401
	Credit Hour	2,310	1,921	1,679	1,641	2,032
Returning Students	Head Count	1,089	1,036	938	1,037	712
	Credit Hour	6,075	5,734	4,968	5,159	5,382

### Impact of Financial Aid on Summer Enrollment

	24 SU	Percentage	23 SU	Percentage	22 SU	Percentage	21 SU	Percentage	20 SU	Percentage
Total Enrollment	1,484	---	1,376	---	1,264	---	1,371	---	1,410	---
Students Using Aid	537	36%	487*	35.4%	434*	34%	519*	38%	479*	34%
Students Using Pell	481	32.4%	381	27.6%	369	29.1%	405	29.5%	368	26.1%

\*This number excludes loans.

**Credit Hour by Enrollment Format**

	24 SU	Percentage	23 SU	Percentage	22 SU	Percentage	21 SU	Percentage	20 SU	Percentage
Online	7,383	88.1%	6,645	86.8%	5,521	83%	6,309	87.7%	6,487	84%
Face-to-Face**	1,002	11.9%	1,010	13.2%	1126	17%	888	12.3%	1,224	16%
<b>Total</b>	<b>8,385</b>	<b>---</b>	<b>7,655</b>	<b>---</b>	<b>6,647</b>	<b>6345</b>	<b>7,197</b>	<b>---</b>	<b>7,711</b>	<b>---</b>

**Summer 2024 Student Characteristics**

	24 SU	23 SU	22 SU	21 SU	20 SU
Average Credits (College Students)	5.7	5.7	5.4	5.3	5.5
Average Age (College Students)	26.9	26.3	26.1	25.9	25.8
Less than 18 years	6.8%	8.5%	7.7%	7.2%	5.4%
Female	71.9%	72.0%	70.1%	73.8%	73.5%
Male	28.1%	28.0%	29.9%	26.2%	26.5%
White	58.9%	59.1%	61.2%	67.2%	64.2%
Hispanic	20.7%	21.5%	20.3%	16.2%	14.5%
Iowa Resident	81.5%	83.7%	80%	82.3%	80.9%
SD Resident	6.1%	5.5%	7.9%	7.2%	7.0%
NE Resident	6.0%	6.8%	6.9%	5.1%	5.6%
Full-time	3.3%	3.0%	2.5%	2.7%	4.0%
Part-time	96.7%	97.0%	97.5%	97.3%	96%

**Credit Hours by Location**

	24 SU	23 SU	22 SU	21 SU	20 SU
Cherokee	128	68	76	63	70
Denison	176	185	196	256	384
Sioux City	698	757	854	569	754
Mapleton	0	0	0	0	16
Online	7,383	6,645	5,521	6,309	6,487
<b>Total</b>	<b>8,385</b>	<b>7,655</b>	<b>6,647</b>	<b>7,197</b>	<b>7,711</b>

**High School Graduates of the Current Year**

	24 SU	23 SU	22 SU	21 SU	20 SU
Total Graduates in Area 12	N/A	2,130* (FY 23)	2,065* (FY 22)	2,017* (FY 21)	2,029* (FY20)
Entering Students	67	63	47	82	88
Credit Hour	377	319	247	397	468
College Now Experience	54 (80.6%)	55 (87.3%)	37 (78.7%)	71 (80.0%)	74 (84.1%)

\*Includes public schools in six county service area.



**DATE:** May 28, 2024

**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-second 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 2024 - 2025, academic year.

**Recommendation:**

It is the administrative recommendation that the Board approves the 2024 - 2025 "Project Home" agreement with the Home Builders Association of Greater Siouxland.

## HOME BUILDERS ASSOCIATION OF GREATER SIOUXLAND

### AGREEMENT

#### 2024-2025 "PROJECT HOME"

This agreement is made this 17<sup>th</sup> day of June, 2024 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 2024-25 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 2024 – 2025 project home construction no later than May 15<sup>th</sup> 2024 (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  
Jeremy Boatman

By: \_\_\_\_\_  
Board Secretary  
Brenda Wright

BY:  \_\_\_\_\_  
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, 2024-25

**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 22:** CLASSES BEGIN. With Foundation in, bsmt floor poured, garage floor poured, driveway poured, underground utilities in.

**August 27:** Posts, beams and floor system on site. **Window sizes needed**

**August 30:** 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 24:** Roofing complete Electricians may begin

**October 16-18:** FALL BREAK

**October 25:** Miscellaneous interior framing, Soffit begins.

**October 25-31:** Soffit and facia,

**October 31:** Window installation, Siding begins.

**November 8:** Stone finish, siding

**November 16-27:** Miscellaneous interior finishing, siding. **Electricians Done**

**December 2 – December 18:** Wall insulation, Tray Ceiling construction, and Drywall ceilings miscellaneous.

**December 19:** Last day of the semester



June 10, 2024

To: Dr. Terry Murrell, President  
From: Darin Moeller, Executive Dean of Instruction  
Re: 2025-2026 College Calendar

Attached is the proposed 2025-2026 College Calendar which has been reviewed by representatives of the Faculty Education Association, the Meet and Confer group, and the Executive Council.

The College Calendar is essentially the same as the 2024-2025 College Calendar. The number of teaching days remains at 80 days for the fall and spring semesters and the number of faculty contract days remains at 176 days. In addition, there are no changes to the number of staff development days or holidays. For these, the College Calendar changes are dates only.

The administrative recommendation is to approve the 2025-2026 College Calendar as proposed.

2025-2026  
**COLLEGE CALENDAR**  
Rev 4 – 06/10/2024

- Holiday – No Classes & Offices Closed
- No Classes/Non-Contract Day/Offices Open
- (-) Staff Development, No Classes, Office Closed
- Faculty Workday (Non-Instructional)
- Classes Begin
- Holiday – Offices Closed/Non-Contract Day
- Classes End
- Offices Closed – Designated Personal Days
- Holiday – No Classes/Contract Day/Offices Open

AUGUST 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 2025						
S	M	T	W	T	F	S
	<input checked="" type="checkbox"/>	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	(+5)	(+6)	<input checked="" type="checkbox"/>	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	<input checked="" type="checkbox"/>	28	29
30						

DECEMBER 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	<input checked="" type="checkbox"/>	26	27
28	29	30	31			

JANUARY 2026						
S	M	T	W	T	F	S
				<input checked="" type="checkbox"/>	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	(-9)	(+0)	11	12	<input checked="" type="checkbox"/>	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2026						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	<input checked="" type="checkbox"/>	26	27	28	29	30
31						

JUNE 2026						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY 2026						
S	M	T	W	T	F	S
			1	2	<input checked="" type="checkbox"/>	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



## 2025-2026 College Calendar

### Fall Semester

August 21 and 22 .....	Faculty Workdays; No Credit Classes; Offices Open
August 25 .....	Credit Classes Begin
September 1 .....	Labor Day Holiday; College Closed
October 15 and 16 .....	Staff Development; No Credit Classes; Office Closed
October 17 .....	Faculty Holiday; No Credit Classes; Office Open
November 27 and 28 .....	Thanksgiving Break; College Closed
December 22.....	Fall Semester Ends
December 23.....	Faculty Workday; No Credit Classes; Offices Open
December 24 through Jan. 1, 2026	Winter Break; College Closed
(80 Class Days)	
<i>1<sup>st</sup> 8 weeks (8/25 – 10/23) 40 days</i>	
<i>2<sup>nd</sup> 8 weeks (10/24 – 12/20) 40 days</i>	

### Spring Semester

January 8 and 9 .....	Faculty Workdays; No Credit Classes; Offices Open
January 12 .....	Credit Classes Begin
March 9 and 10 .....	Staff Development; No Credit Classes; Office Closed
March 11 and 12 .....	No Credit classes; Non-Contract Days for Faculty; Offices Open
March 13 .....	Spring Break; College Closed
May 8.....	Spring Semester Ends; Graduation Exercises
May 11.....	Faculty Workday; No Credit Classes; Office Open
(80 Class Days)	
<i>1<sup>st</sup> 8 weeks (1/12 – 3/6) 40 days</i>	
<i>2<sup>nd</sup> 8 weeks (3/16 – 5/11) 40 days</i>	

### Summer Semester

May 25.....	Memorial Day Holiday; College Closed
May 26.....	Credit Classes Begin
July 3 .....	Independence Day Holiday; College Closed
July 31 .....	Summer Semester Ends
(48 Class Days)	

Note: Thanksgiving break begins at 5:00 pm on the Wednesday before the Thanksgiving. Classes resume the following Monday.

Concurrent College Now programs may adjust their calendars to meet the individual needs of their respective high school districts.

Online course calendars may be adjusted to meet the needs of the participating colleges.

Contract Days Including Holidays:

Non-Instructional (7/1/2025-6/30/26) ..... 260 days

Instructional Two Semesters (8/25/25 – 5/8/2026) ..... 176 days

Approved by the Western Iowa Tech Board of Directors on xx



**DATE:** June 9, 2024

**TO:** Dr. Terry Murrell, President

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

**RE:** 2024-28E Agreement with Iowa Department of Transportation

### **Background**

The Iowa Department of Transportation (DOT) partners with Western Iowa Tech Community College (WITCC) and the Truck Driving program to provide third-party testing of WITCC truck driving students as well as citizens holding a Commercial Learners Permit (CLP). This would be the 14<sup>th</sup> year of this exemplary partnership agreement.

Under this arrangement, the Community College allows the Federal Motor Carrier Safety Administration (FMCSA), or its representative, and the Iowa DOT to conduct random examinations, inspections, and audits of its records, facilities, and operations without prior notice. The Community College uses CDL test examiners who have successfully completed a nationwide criminal background check and formal CDL test examiner training courses as prescribed by the DOT, and who hold a valid, unexpired certificate of authority issued by the Department pursuant to 761 IAC 607.30(3).

This partnership has resulted in expanded testing opportunities for students in the Truck Driving program offered as both credit and non-credit as well as community members. This agreement has also eliminated the need for students to test at the local Driver's License Station.

The Iowa Department of Transportation and Western Iowa Tech Community College are very pleased with how this partnership and arrangement has benefitted WITCC students, the Iowa DOT and the Siouxland community. The attached agreement continues the current relationship and will automatically renew for successive one-year periods. A legislative change to include training partners outside of community colleges were added to the agreement.

### **Recommendation**

It is the administrative recommendation to approve the "Third-Party Tester" agreement with the Iowa Department of Transportation to be able to perform commercial driver's license testing as a third-party tester.

Document prepared by:  
Iowa Department of Transportation  
Motor Vehicle Division  
PO Box 9204  
Des Moines, Iowa 50306-9204

**MEMORANDUM OF AGREEMENT BETWEEN**

\_\_\_\_\_  
**AND**

**THE IOWA DEPARTMENT OF TRANSPORTATION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between \_\_\_\_\_, hereinafter referred to as the third-party tester, and the Iowa Department of Transportation, hereinafter referred to as the Department.

**I. AUTHORITY**

This Agreement is entered into pursuant to the provisions of Iowa Code § 321.187 and Iowa Code Chapter 28E.

**II. DURATION**

This Agreement shall become effective upon filing with the third-party tester and the Secretary of the State of Iowa in accordance with the provisions of Iowa Code section 28E.8, Filing and Recording. This Agreement shall begin upon its electronic filing with the secretary of state pursuant to section 28E.8(1) of the Iowa Code and shall expire at midnight on June 30, 2024. Thereafter, this Agreement shall automatically renew for successive one-year periods of July 1 to midnight on the following June 30, unless either party, at least 30 days prior to June 30, gives written notice to the other party of its intention not to renew this Agreement for an additional one-year term.

If this Agreement is automatically renewed, all terms and obligations contained in this Agreement shall remain the same and continue unless changed by written amendment pursuant to Article VIII.

**III. PURPOSE**

The purpose of this Agreement is to establish the terms and conditions whereby the third-party tester will perform commercial driver's license testing, pursuant to 49 C.F.R. § 383.75, Iowa Code §321.187 and 761 Iowa Administrative Code (IAC) 607.30.

The terms "test", "tests", and "testing" as used throughout this Agreement, refer to and shall include the following tasks as designated by the Department in accordance with 49 C.F.R. § 383.75 and subparts G and H of 49 C.F.R. part 383: pre-trip vehicle inspection, basic control skills testing, and on-road driving skills, and shall also include the general knowledge test and specialized knowledge tests designated by the Department in accordance with subparts E, F, and G of 49 C.F.R. part 383.

#### IV. TERMS AND CONDITIONS

The third-party tester, in consideration of the authority to administer commercial driver's license testing within the purposes outlined herein, agrees to the following:

- A. The third-party tester shall comply with all applicable statutes and administrative rules of the State of Iowa; with all applicable federal laws, including regulations of the Federal Motor Carrier Safety Administration (FMCSA); and all standard operating testing procedures of the Department as set forth in procedural memos, e-mails, manuals, or other documented standards of the Department for the testing of commercial driver license applicants which the Department may make known to the third-party tester. The obligations herein specifically include, but are not limited to, the obligation to comply to with the requirements of 49 C.F.R. §§ 383.75, 384.228, and 384.229, and Iowa Code section 321.187, as adopted by rule by the Department in 761 IAC 607.30.
- B. The third-party tester shall only administer the types of knowledge and skills tests for which the Department has certified the third-party tester under 761 IAC 607.30(2). The Department shall notate in the department's records which types of test the third-party tester is authorized to offer, and the third-party tester shall provide a minimum of 30 days' notice to the Department prior to beginning or ending the administration of any type of knowledge or skills test.
- C. The CDL tests given by the third-party tester shall be the same as those that would otherwise be given by the Department using the same version of the tests, the same written instructions for test applicants, and the same scoring sheets as those prescribed in subparts G and H of 49 C.F.R. part 383. The third-party tester shall verify whether an applicant has complied with the applicable entry-level driver training requirements under 49 C.F.R. part 380, subpart F, or 49 C.F.R. part 383, subpart E, and if the applicant is otherwise qualified to take the skills test or hazardous materials endorsement knowledge test prior to administering the skills test or hazardous materials endorsement knowledge test.
- D. The third-party tester shall not allow a skills test examiner who is also a skills instructor either as a part of a school, training program or otherwise to administer a skills test to an applicant who received skills training by that skills test examiner.
- E. The third-party tester shall not knowingly allow an applicant who fails a test to repeat that test the same day.
- F. The third-party tester shall allow the Federal Motor Carrier Safety Administration (FMCSA), or its representative, and the Department to conduct random examinations, inspections, and audits of its records, facilities, and operations without prior notice.
- G. The third-party tester shall allow the Department to do any of the following:
  1. Have Department employees covertly take the tests administered by the third-party tester as if the Department employee were a test applicant;
  2. Have Department employees co-score along with the third-party skills test examiner during CDL skills tests to compare pass/fail results;

3. Allow the Department to temporarily install audio or visual recording equipment in the facility or vehicle of the third-party tester to allow the Department to observe CDL testing when it is impracticable for a Department employee to be present in the facility or vehicle while the test is taking place; or
  4. Re-test a sample of drivers who were examined by the third-party tester to compare pass/fail results.
- H. The third-party tester shall use only CDL test examiners who have successfully completed a nationwide criminal background check and formal CDL test examiner training courses as prescribed by the Department, have been certified by the Department as a CDL examiner qualified to administer CDL tests, conduct skills test examinations to at least 10 different applicants per calendar year, complete a refresher training course and examination every four years and upon request of the Department, and hold a valid, unexpired certificate of authority issued by the Department pursuant to 761 IAC 607.30(3).
- I. The third-party tester shall use only CDL skills test examiners who have and maintain a valid, unexpired driver's license other than a temporary restricted license or instruction permit. The third-party tester shall require all CDL skills test examiners employed or used by the third-party tester to notify the third-party tester of any denial, suspension, revocation, bar, cancellation, or disqualification of his or her driver's license or any driver improvement action ordered by a court or state, within one (1) business day after receiving notice of said sanction or action. The third-party tester shall immediately notify the Department if a CDL skills test examiner employed by the third-party tester is subject to a license denial, suspension, revocation, bar, cancellation, or disqualification.
- J. The third-party tester shall submit a request to the Department if a commercial driver's license examiner employed by the third-party tester seeks to temporarily provide examiner services for any other third-party tester, county, or driver's license location. The examiner shall not conduct tests for any other third-party tester, county, or driver's license location unless and until approved by the Department.
- K. The third-party tester shall only use designated road test routes that have been approved by the Department.
- L. The third-party tester shall submit a schedule of CDL testing appointments to the Department no later than two business days prior to each test in a manner designated by the Department. Skills tests may not be backdated in the system of record (CSTIMS).
- M. The third-party tester assumes full responsibility for assuring record maintenance and protection, including determining the methods used for recordkeeping and the sufficiency of such methods under all applicable state and federal law and this Agreement. The third-party tester shall maintain copies of the following records at its principal place of business:
1. A copy of the certificate issued by the Department under 761 IAC 607.30(3) authorizing the third-party tester to administer a CDL testing program for the classes and types of commercial motor vehicles listed;

2. A copy of each third-party CDL test examiner's certificate authorizing the examiner to administer CDL tests for the classes and types of commercial motor vehicles listed;
  3. A current copy of this Agreement;
  4. A copy of each completed CDL skills test scoring sheet for the current year and the past three calendar years;
  5. A record of each CDL knowledge test administered by the third-party tester for the current year and the past three calendar years, including the name of the test applicant, the type of test administered, and the date the test was administered, for the current year and the past three calendar years;
  6. A copy of the third-party tester's Department-approved road test route(s); and
  7. A copy of each third-party CDL test examiner's training record.
- N. The third-party tester must notify the Department through a secure electronic means determined by the Department when a driver applicant passes a test administered by the third-party tester.
- O. The third-party tester shall not engage the services of any individual employed by the Department.
- P. The third-party tester shall not allow its CDL test examiners, employees, contractors, or any other person to assist any driver's license applicant in obtaining a passing score during a test.
- Q. The third-party tester shall designate an administrative level employee in charge of the professional truck driver preparation program to be responsible for the third-party tester's performance under this Agreement.
- R. The third-party tester shall immediately notify the Department of any fraudulent activity it suspects or discovers related to the conduct of CDL tests under its authority, or any failure to comply with the requirements, qualifications, and standards of 761 IAC chapter 607, this Agreement, or 49 C.F.R. parts 383 and 384 applicable to third-party knowledge or skills testing that the third-party tester suspects or discovers, and shall allow the Department and FMCSA to investigate as necessary and reasonably cooperate in such investigation.
- S. The third-party tester will administer at minimum 50% of all knowledge and skills tests in a calendar year to Iowa applicants or the third-party tester will administer at minimum 10% of all knowledge and skills tests in a calendar year to Iowa applicants if the remainder of the tests are given to current or prospective employees of the third-party tester.
- T. **Knowledge testing terms and requirements.** The third-party tester, if certified by the Department to administer knowledge tests under paragraph "B" of this division, shall adhere to the following requirements:
1. Knowledge testing will be conducted through a web-based remote knowledge testing portal established by the Department and its knowledge testing vendor. Results will be passed directly to the Department by the vendor in a form and manner determined by the Department.

2. The third-party tester shall notify the Department as soon as practicable, but no less than three business days, after a knowledge test examiner is no longer employed by the third-party tester.
  3. The third-party tester shall not allow a knowledge test examiner to share assigned logon credentials with any other examiner or individual or use those credentials in any manner inconsistent with their authorized use under this Agreement. Improper use of logon credentials will be grounds for termination of the knowledge test examiner's access privilege. At the discretion of Department, examiners found to be in violation of this section may have their individual access terminated temporarily or permanently and may be subject to criminal charges.
  4. The third-party tester shall not allow an applicant to complete a knowledge test if the applicant has in their possession any of the following prohibited items: textbooks, manuals, scratch paper, notes, reading material, study aids, or any electronic device, including mobile phones, smart watches, fitness bands, media players, iPads, wired or wireless headphones or earbuds, cameras, or any other devices with recording, internet, or communication capabilities. However, an applicant may use headphones provided by the third-party tester for the exclusive purpose of accessing audio within the remote knowledge testing portal.
  5. Any classroom or computer lab used to administer knowledge tests must also include one computer reserved for use by the examiner. Separate testing rooms must have separate examiners. Computers used for the administration of knowledge tests must be able to access the Remote Proctor Portal and Remote Testing Portal using any of the supported web browsers: Internet Explorer version 10 or 11 run on Windows 7, 8.1, or 10; Microsoft Edge; Google Chrome; Mozilla Firefox; or Apple Osx. All technical and configuration requirements are provided in the "Iowa Automated Testing Configuration Guide," which will be provided to the third-party tester and is hereby incorporated by reference into this Agreement.
- U. The third-party tester is solely responsible for ensuring any person or entity providing examiner or tester services for the third-party tester is in compliance with the terms and conditions of this Agreement. If the third-party tester chooses to authorize a person or entity other than itself or its direct employees to provide testing services associated with this Agreement, the third-party tester must first provide the Department with the contract or agreement outlining the responsibilities and authorities of the person or entity providing testing services on behalf of the third-party tester. The Department may refuse or revoke the certificate of authority of the third-party tester under Article VI of this Agreement if the contract or agreement between the third-party tester and other entity does not require strict adherence to the terms and conditions of this Agreement, or if any person or entity providing examiner or tester services for the third-party tester violates the terms and conditions of this Agreement.

**V. Title VI Program Requirements.**

1. The third-party tester agrees to comply with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authority which prohibits to discrimination against any person on the grounds

of race, color, national origin, sex, age, disability, income, or Limited English Proficiency (LEP) under any program or activity receiving Federal financial assistance (See Appendices).

2. Notification to Beneficiaries/Participants: The third-party tester agrees to post the [Public Notice](#) hard copy in a place easily visible to customers (and on a website if the third-party tester maintains a publicly accessed website).
3. Complaint Disposition Process: The third-party tester shall forward any inquiry or complaint regarding the Title VI Program to the Iowa DOT's Civil Rights Bureau. See Discrimination Complaint Process link below:

Iowa Department of Transportation  
Civil Rights Bureau Director  
Ames, IA 50010  
515-233-7970

[\[Iowa DOT\] 107009. Title VI Complaint Form \(seamlessdocs.com\)](#)

**W. Limitations on use and protection of data.** The third-party tester and all examiners employed by the third-party tester agree to use any motor vehicle record information obtained under this Agreement subject to and in accordance with the limitations of all applicable state and Federal laws, including the Driver's Privacy Protection Act (DPPA), 18 U.S.C. §§2721-25, and Iowa Code § 321.11. The third-party tester and its examiners further agree that any personal information used in connection with this Agreement will not be published, redisclosed, or used to contact individuals, in accordance with 18 U.S.C. §2721(b)(5). The third-party tester shall employ any and all security measures as are reasonably necessary to protect any and all data and/or information that the third-party tester (including its agents and employees) come to possess as a result of this Agreement from illegal or unauthorized access or redisclosure. The third-party tester shall not to sell, assign, or otherwise transfer or disclose any data or information obtained or received pursuant to this Agreement except for purposes expressly permitted under the DPPA and Iowa Code §321.11, and only then with the express permission of the Department. Transfer means dissemination by written, audio, or electronic means. The third-party tester agrees and acknowledges that the duties set forth herein are ongoing for the life of the data and do not lapse or cease in the event this Agreement is terminated or otherwise modified. In the event of any breach of law or security involving personal information, including breach by any third party, the third-party tester shall immediately notify the Department upon discovery and will fully cooperate with the Department to investigate the issue(s) and take all corrective action required by the Department.

## **V. FUNDING**

The third-party tester is not a vendor, and this Agreement creates no obligation for compensation or reimbursement from the Department to the third-party tester. The Department will not fund, reimburse, or otherwise compensate the third-party tester for testing. The third-party tester is responsible for all costs and expenses it incurs in connection with the performance of its obligations under this Agreement.

The Department is not responsible for any such costs or expenses of the third-party tester. This does not preclude the third-party tester from assessing a fee for testing services rendered to a driver.

## **VI. REMEDIAL MEASURES, REVOCATION OF AUTHORIZATION, AND TERMINATION OF AGREEMENT**

- A. The Department reserves the right to take prompt and appropriate remedial action against the third-party tester in the event the third-party tester fails to comply with the requirements and standards of for the CDL testing program set forth in 49 C.F.R. parts 383 and 384, including 49 C.F.R. §§ 383.75, 384.228, and 384.229, and 761 IAC 607.30, or with any other terms of this Agreement. Remedial action may include revocation of the third-party tester's certificate of authority to conduct CDL tests pursuant to 761 IAC 607.30(3).
- B. In the event the Department determines that grounds to revoke the certificate of authority exist, the Department in its discretion may immediately revoke the certificate of authority and terminate this Agreement, or may stay revocation and place the third-party tester on probation for a period of at least 30 but no more than 180 days to afford the third-party tester the opportunity to correct the non-compliance and ensure compliance with this Agreement and the applicable standards, subject to such conditions as the Department in its discretion may impose. In the event the Department elects immediate revocation and termination, the Department shall give the third-party tester written notice of the revocation and termination ten (10) days prior to termination.
- C. Notice of revocation and termination or probation shall be in writing addressed to the program administrator appointed by the third-party tester and may be delivered electronically. The notice shall set forth the reasons for the withdrawal of authorization or probation.
- D. The Department may reauthorize the third-party tester upon correction of the non-compliance to the Department's satisfaction.
- E. In the event the third-party tester is placed on probation, failure to correct the non-compliance and obtain reauthorization within the time allotted shall result in revocation of the certificate of authority and termination of this Agreement. The Department shall give the third-party tester written notice of the revocation and termination ten (10) days prior to termination.
- F. The third-party tester may voluntarily terminate this Agreement at any time, by giving the Department written notice ten (10) days prior to termination.
- G. Upon revocation and termination by the Department or voluntary termination by the third-party tester, or in the event this Agreement expires and is not automatically renewed under Article II, the third-party tester shall:
  - 1. Cease administration of CDL tests.
  - 2. Undertake no new obligations and confine its activities solely and entirely to finishing work on obligations already undertaken in connection with the performance of this Agreement.
  - 3. Take such action as may be necessary, or as may be directed, for the protection and preservation of all property related to this Agreement which is in the possession of the third-party tester and in which the Department has or may acquire an interest as provided in Article X of this Agreement.

4. Maintain a copy of CDL skills test scoring sheets and a record of CDL knowledge tests administered for the period of time required by Article IV, paragraph "M", subparagraphs 4 and 5 of this Agreement. The obligation to maintain such copies and records shall survive termination of this Agreement.
- H. Unless mutually agreed to and upon termination or expiration of this Agreement, property provided by the Department and assigned to the third-party tester shall be returned to the Department in the same condition as initially provided, reasonable wear and tear excepted.

## **VII. AMENDMENT**

This Agreement may be amended only by the mutual assent of both parties in writing.

## **VIII. CONSTRUCTION AND INTERPRETATION**

This Agreement shall be construed and interpreted to be in compliance with 49 C.F.R. § 383.75, as adopted by rule by the Department in 761 IAC 607.30. In the event any part of this Agreement shall be determined to be in conflict with the requirements of those provisions, those requirements shall apply and shall supersede any conflicting term in this Agreement. The failure to specifically enumerate in this Agreement any term, condition, provision, standard or requirement set forth in 49 C.F.R. parts 383 and 384 applicable to third-party knowledge and skills testing including 49 C.F.R. §§ 383.75, 384.228, and 384.229, and/or 761 IAC 607.30 shall not waive, excuse, or otherwise preclude their application and enforcement.

## **IX. PROPERTY**

With the exception of 1) the web-based remote knowledge testing portal referenced in Article IV, paragraph S and 2) the Commercial Skills Test Information Management System (CSTIMS) referenced in Article IV, paragraph L, the third-party tester shall provide, at its own expense, any hardware and software necessary to accomplish the purposes of the Agreement.

The Department may in its discretion assign any properties/equipment to the third-party tester. Any properties/equipment assigned by the Department in its discretion to the third-party tester and used for the purpose of the Agreement, shall remain assigned to the third-party tester for use by the third-party tester for as long as there is a need for the property to accomplish the purposes of the Agreement. The Department may recall or replace equipment as it determines appropriate.

The Department recognizes the fact that the property assigned to the third-party tester for the purposes of this Agreement will, over time, exhibit normal wear and tear. The Department shall be responsible for all such normal wear and tear.

The Department shall, in its discretion, provide all maintenance, repair and replacement of the property or equipment assigned to the third-party tester.

## **X. LEGAL ENTITY**

No new legal or administrative entity is created by this Agreement nor does this Agreement create any agency relationship between the parties, which remain separate legal entities.

## **XI. LIMITATION OF LIABILITY**

The parties agree and acknowledge that the Department has no liability for any acts or omissions committed by the third-party tester in the course of or related to its performance under this Agreement and has no liability or responsibility for any obligations incurred by the third-party tester in the course of or related to its performance under this Agreement.

**XII. ASSIGNABILITY**

The rights and interests of the parties under this Agreement shall not be assignable.

**IN WITNESS WHEREOF**, the Department and the third-party tester have caused this Agreement to be executed in two counterparts, each of which shall be considered an original.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,(Title)  
\_\_\_\_\_(Entity)

\_\_\_\_\_  
Daniel Yeh  
Director, Central Programs Bureau  
Iowa Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

## **Iowa Department of Transportation Title VI and Nondiscrimination Notice to the Public**

The Iowa Department of Transportation hereby gives public notice that it is the policy of the Department to assure full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulation provide that no person shall on the ground of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving federal funds, whether schools, colleges, government entities, or private employers, must comply with Federal civil rights laws, rather than just the particular programs or activities that receive federal funds.

We are also concerned about the impacts of our programs, projects and activities on low income and minority populations (“Environmental Justice”) under Title VI. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact:

**Director, Civil Rights Bureau**  
**Iowa Department of Transportation**  
**800-262-0003 or 515-239-1304**  
[Civil.Rights@iowadot.us](mailto:Civil.Rights@iowadot.us)

YOU SHOULD CONTACT THE ABOVE INDIVIDUAL OR IOWA DOT OFFICE AS SOON AS POSSIBLE BUT NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION OCCURRED, OR IF THERE HAS BEEN A CONTINUING COURSE OF CONDUCT, NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION WAS DISCONTINUED. CONTACT THE CIVIL RIGHTS COORDINATOR TO GET MORE INFORMATION ON THE IOWA DOT’S TITLE VI PROGRAM.

*This notice is widely distributed throughout DOT facilities across the State. This includes the administrative, district and program offices as well as rest areas.*

## Who can file a complaint?

A Title VI complaint may be filed with the Iowa DOT's Civil Rights Bureau by any individual who alleges he/she has been subjected to discrimination or adverse impact under any Iowa DOT program or activity based on race, color, national origin, sex, age, disability, income status or retaliation.

## How do I file a Title VI complaint?

To file a complaint, complete the form online at: [iowadot.seamlessdocs.com/f/TitleVIComplaintForm](http://iowadot.seamlessdocs.com/f/TitleVIComplaintForm)

Email your completed form to:  
[Civil.Rights@iowadot.us](mailto:Civil.Rights@iowadot.us), or

Mail or fax a hard copy to:  
Iowa Department of Transportation  
Civil Rights Bureau  
800 Lincoln Way | Ames, Iowa 50010  
Fax: 515-232-6739

## What information is included in a Title VI complaint?

A signed, written Title VI complaint must be filed within 180 days of the date of the alleged act of discrimination. The complaint must include the following information.

- Your name, address, and telephone number. If you are filing on behalf of another person, include their name, address, telephone number, and your relationship to the complainant (friend, attorney, parent, etc.).
- The name and address of the agency, program or organization that you believe discriminated against you.
- A description of how, when, and why you believe you were discriminated against. Include as much background information as possible about the alleged acts of discrimination.
- Complaint must be signed and dated.

## What if the recipient retaliates against me for asserting my rights or filing a complaint?

A recipient is prohibited from retaliating against any person because he or she opposed an unlawful policy or practice, made charges, testified, or participated in any complaint action under Title VI. If you believe that you have been retaliated against, immediately contact the Iowa DOT's Civil Rights Bureau.

## What will the Iowa DOT do with my complaint?

All Title VI complaints against Iowa DOT will be forwarded to FHWA for processing and/or investigation. The Iowa DOT will investigate complaints against recipients.

## For additional questions, please contact:

Iowa Department of Transportation  
Civil Rights Bureau  
800 Lincoln Way | Ames, Iowa 50010  
Phone: 515-233-7970  
Fax: 515-232-6739  
Email: [Civil.Rights@iowadot.us](mailto:Civil.Rights@iowadot.us)

“Simple justice requires that public funds, to which all taxpayers of all races contribute, not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination.”

- President John F. Kennedy, in his message calling for the enactment of Title VI, 1963

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran's status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or Iowa Department of Transportation's civil rights coordinator. If you need accommodations because of a disability to access the Iowa Department of Transportation's services, contact the agency's affirmative action officer at 800-262-0003.

# TITLE VI/ non-discrimination

UNDERSTANDING YOUR RIGHTS UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.

“No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities receiving Federal financial assistance.”



## What is Title VI?

Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals and groups from discrimination on the basis of their race, color and national origin in programs and activities that receive federal financial assistance.

## Iowa DOT's Title VI policy

Pursuant to Title VI of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 and other nondiscrimination authorities, it is the policy of the Iowa Department of Transportation (DOT) that discrimination based on race, color, national origin, sex, age, disability or income status shall not occur in connection with any of its programs or activities.

## Authorities

The two main authorities enabling Title VI implementation, compliance and enforcement are the Civil Rights Act of 1964 and Civil Rights Restoration Act of 1987. However, other statutes, laws, regulations, executive orders, and the United States Constitution provide guidance for the effective execution of the objectives of Title VI.

### These include:

- **Federal-Aid Highway Act of 1973**  
*Prohibits discrimination on the basis of sex.*
- **Section 504 of the Rehabilitation Act of 1973**  
*Prohibits discrimination against persons with disabilities.*
- **Americans with Disabilities Act Amendments Act**  
*Prohibits discrimination against persons with disabilities.*
- **Civil Rights Restoration Act of 1987**  
*Restores the broad, institution-wide scope and coverage of non-discrimination statutes to include all programs and activities of Federal-aid recipients, subrecipients and contractors, whether such programs and activities are Federally assisted or not.*

- **Age Discrimination Act of 1975**  
*Prohibits discrimination based on age.*
- **Uniform Relocation Act of 1970**  
*Prohibits unfair treatment of persons displaced or whose property will be acquired as a result of a highway project.*
- **Executive order 12898**  
*Environmental Justice*
- **Executive order 13166**  
*Limited English Proficiency*

## Title VI compliance

Title VI compliance is achieved when the Iowa DOT has effectively implemented all the Title VI requirements or can demonstrate that every good faith effort has been made toward achieving this end.

Pursuant to 23 U.S.C. § 302, the FHWA's primary recipient is the state highway (transportation) agency. The Iowa DOT is the primary recipient. The Iowa DOT and its subrecipients and contractors, are all required to prevent discrimination and to ensure nondiscrimination in all programs and activities whether they are federally funded or not.

Subrecipients of federal assistance include cities, counties, contractors, consultants, suppliers, universities, colleges, transit agencies, and regional and metropolitan planning agencies.

## Programs covered

Federally assisted programs include any transportation project, program or activity for the provision of services and/or other benefits. Such programs include education, training, work opportunities, health, welfare, rehabilitation, housing or other services, whether provided directly by the Iowa DOT or indirectly through contracts or other arrangements with other agents.

## What discrimination is prohibited under the Title VI?

Discrimination under the Iowa DOT's Title VI program is an action or inaction, intentional or not, through which any intended beneficiary, solely because of race, color, national origin, sex, age, disability, income status, or retaliation, has been otherwise subjected to unequal treatment or adverse impact under any Iowa DOT program or activity.

Discrimination based on the grounds referenced above limit the opportunity for individuals and groups to gain equal access to services and programs. In administering federally assisted programs and activities, the Iowa DOT will not discriminate either directly or through contractual or other means by:

- Denying program services, financial aid or other benefits.
- Providing different program services, financial aid or other benefits, or providing them in a manner different from that provided to others.
- Segregating or separately treating individuals or groups in any manner related to the receipt of any program service or benefit.
- Restricting in any way the enjoyment of any advantage or privilege enjoyed by others receiving any program service or other benefits.
- Denying person(s) the opportunity to participate as a member of a planning, advisory or similar body.
- Denying person(s) the opportunity to participate in a program through the provision of services or affording the opportunity to do so differently from those afforded others.



**TO:** Dr. Terry Murrell, President

**FROM:** Erin Volk, Dean of Quality; Steve Warnstadt, Government Relations and Special Projects Coordinator

**DATE:** June 8, 2024

**SUBJECT:** Strategic Plan 2024-2027

Western Iowa Tech Community College's (WIT) strategic planning team has been preparing for the next phase of the institution's growth and development, as the current strategic plan is set to conclude in June 2024. This cross-departmental team formed in the fall of 2023 and has focused on creating the strategic plan for 2024-2027, ensuring alignment with the College's Mission, Values, and the newly developed Vision Statement.

The group conducted a comprehensive analysis of WIT's strengths and opportunities, while also identifying potential threats and weaknesses. These discussions were data-driven, addressing topics such as regional demographic shifts, changes within the student body, and the campus culture among both students and employees. Additionally, the team evaluated the progress of the existing strategic plan and identified an opportunity to advance initiatives that support WIT's employees. The team drafted strategic goals and carefully refined them, considering the diverse range of stakeholders the College serves and the methods for measuring success.

#### **WIT's Vision**

*Unwavering commitment to the personalized success  
of every student, every employee, every time.*

#### **WIT's 2024-2027 Strategy**

1. **Advance Completion**  
*Elevate WIT's completion to the top 4 among Iowa community colleges.*
2. **Close the Gap**  
*Close the completion gap for at-risk groups (first-time, part-time, online, racial/ethnic minorities).*
3. **Transform the Culture**  
*Strengthen the culture of belonging for employees through increased communication, engagement, and support.*

It is the administrative recommendation that the Board approve the 2024-2027 Strategic Plan.



**DATE:** June 3, 2024

**TO:** Dr. Terry Murrell, President

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

**RE:** **CHANGE ORDER FOR CHEROKEE CAMPUS PAVING  
IMPROVMENTS PROJECT #273084**

### **Background Information**

This Change Order involves the contractor Van't Hof Concrete, Inc. of Sioux Center, IA. The change order pertains to discovering an area of the parking lot that required full depth patching in order to complete the truck driving range. The pricing per unit is the same as originally bid. The funding will come from the State of Iowa grants.

The second part of this change order is to correct the sidewalk. The current sidewalk does not take into consideration the Americans with Disabilities Act (ADA). The per unit cost of this change is the same as originally bid. Funding for this improvement will come from the Plant Fund.

### **Administrative Recommendation**

It is the Administrative Recommendation that the College approves this Change Order for a total of \$48,854.00 to Van't Hof Concrete, Inc. of Sioux Center, IA to increase the Cherokee Campus Paving Improvements Project contract for additional work.

2024 WITCC Cherokee Campus Paving Improvements Project  
 Additional Work  
 May 9, 2024  
 DGR Project # 273084



Item No.	Item Code	No. of Units	Description	Unit Price	Total
<b>Division III - Additional Pavement Improvements</b>					
4	7040-A	302	S.Y. Full Depth Patches, PCC, 7"	\$ 108.00	\$ 32,616.00
26	6010-F-2	2	Ea. Storm Intake, Major Adjustment	\$ 2,500.00	\$ 5,000.00
<b>Additional Work Total</b>					<b>\$ 37,616.00</b>

**2024 WITCC Cherokee Campus Paving Improvements Project**  
**Additional Work**  
**May 9, 2024**  
**DGR Project # 273084**



Item						
No.	Item Code	No. of Units	Description		Unit Price	Total
<b>Division II - Additional Sidewalk Improvements</b>						
1	7030-E	717	S.F.	Sidewalk, PCC, 6"	\$ 10.00	\$ 7,170.00
2	7030-G	20	S.F.	Detectable Warnings	\$ 60.00	\$ 1,200.00
3	7030-999-A	717	S.F.	Removal of Sidewalk	\$ 4.00	\$ 2,868.00
<b>Additional Work Total</b>						<b>\$ 11,238.00</b>



**DATE:** June 5, 2024

**TO:** Dr. Terry A. Murrell, President

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

**RE:** **EXCLUSIVE SOFT DRINK AND SNACK AGREEMENT**

The College is currently in the second year of a five-year exclusive soft drink and snack agreement with Chesterman Company. When the College initially prepared the RFP (request for proposal) document, under guidance from legal counsel, the College included a clause that allows for the agreement to be extended at the discretion of the College. The College's foundation has been in talks with Chesterman Company about sponsorships and the discussion of an extended soft drink and snack agreement began. The College contacted the Ahlers Law Firm for guidance and would like to enter into an extended soft drink and snack agreement.

The College and Chesterman Company would like to enter into a twenty-five (25) year exclusive agreement for soft drinks and snacks. Chesterman Company will provide the College with one million dollars (\$1,000,000.00) payable over five years for the exclusive soft drink and snack rights. Chesterman Company will also pay the College a commission on all products sold at the College. The College has reviewed the terms and has prepared a financial analysis of the proposed funding arrangement. The College has also had the agreement reviewed by the Ahlers Law Firm.

### **Recommendation**

After performing an analysis of all of the components of the proposal, it is the administrative recommendation that the College enter into a twenty five-year exclusive soft drink and snack agreement with Chesterman Company, effective July 1, 2024.



## 1. Parties

**Bottler:**  
Chesterman Company  
4700 S. Lewis Blvd.  
Sioux City, IA 51106

**Account:**  
Western Iowa Tech Community College  
4647 Stone Avenue  
Sioux City, Iowa 51106

This Agreement shall supersede the Beverage Agreement (“Original Agreement”) between the Parties dated July 1<sup>st</sup>, 2022, and ending June 30<sup>th</sup>, 2027. Whereas the Parties wish to terminate the Original Agreement in its entirety to enter into this Agreement beginning July 1<sup>st</sup>, 2024.

This Agreement will include all currently existing and future buildings, and includes, without limitation, the grounds, all vending and concession areas, branded and unbranded food service outlets, and dining facilities operated by Account, its operating interests, and its concessionaires.

## 2. Term

Length of the Agreement: Twenty-Five Years  
Start Date: 07/01/2024  
End Date: 06/30/2049

If Account temporarily or permanently closes one or more of the outlets covered by this Agreement during the term of the Agreement, Bottler and the Account may mutually amend the Agreement, including but not limited to a reduction in Sponsorship Fees, Rebate Fees, Commissions, Pricing or a combination of each element of Consideration. If an amended Agreement cannot be reached, then this original Agreement shall stay enforced and the Account will fulfill the Volume Agreement, if any, per the parameters above.

In the event that the Account closes its business in its entirety, the Account agrees to pay to Bottler a pro rata portion of the costs of refurbishing and installing equipment, and pay to Bottler the unearned portion of pre-paid Sponsorship Fees, upfront funding, or any other element of Consideration that is considered unearned, if any.



### **3. Advertising Rights**

Account grants Bottler the exclusive right to advertise non-alcoholic beverages at the facility and in connection with the facility. Such advertising should be subject to prior approval by Account and must comply with all school board policies.

No permanent or temporary advertising, signage, or trademark visibility for competitive beverages will be display or permitted anywhere at the facility unless otherwise agreed upon by both parties. If any such signage appears at the facility, Bottler will provide Account notice that it considers the signage to be competitive and the parties shall work cooperatively to resolve the matter. If the parties are unable to resolve the matter, Bottler's sole and exclusive remedy will be a termination of this Agreement by written notice to the Account.

Account further agrees that all beverages will be dispensed in Bottler's equipment and that no other trademarked equipment, coolers, or containers will be permitted.

### **4. Equipment**

All equipment placed by Bottler is property of Bottler unless otherwise stated. Account agrees to the terms of Bottler's equipment placement agreement.

### **5. Product Rights**

Account grants Bottler the exclusive right to sell or distribute non-alcoholic beverages at the facility. No competitive products may be sold, dispensed, sampled, or served anywhere at the facility. If Bottler becomes aware of any competitive product being sold, dispensed, sampled, or served at the facility, Bottler will provide Account notice and the parties shall work cooperatively to resolve the matter. If the parties are unable to resolve the matter, Bottler's sole and exclusive remedy will be a termination of this Agreement by written notice to the Account.

Account agrees that, at a minimum, the following Core Products will be available: Coca-Cola® Classic (or Coke®), Diet Coke®, Coca-Cola Zero Sugar®, and Sprite®. If Account serves bottle and/or can beverages, it agrees that in addition to the aforementioned Core Products, it will make available Gold Peak Tea® and Dasani®. The Account also agrees to make available new product innovation that would be appropriate for the channel of business the Account operates within. Account and Bottler may mutually amend the product offering at any time.

### **6. Consideration**

Sponsorship Fees: Bottler agrees to pay Account One Million Dollars (\$1,000,000.00) for the entire Term of the Agreement. The Sponsorship Fees will be paid per the Sponsorship Payment Schedule below. The first installment shall be paid within sixty days (60) after the date the Agreement has been fully executed and signed by both parties. The subsequent Sponsorship Fees will be paid on or about the



anniversary date of the Agreement. The Sponsorship Fees shall be deemed earned evenly over the Term of the Agreement.

Sponsorship Payment Schedule	
Sponsorship Year	Payment Amount
Year 1	\$200,000.00
Year 2	\$200,000.00
Year 3	\$200,000.00
Year 4	\$200,000.00
Year 5	\$200,000.00
Year 6 – Year 25	No Payments

Commissions: Bottler agrees to pay Account a (monthly) commission on full-service vending product conducted on campus per the initial vend rates and commission rates stated in Exhibit A. Vending rates will increase \$.25 per the Vending Rate Increase table below. Bottler may at any time decrease commissions by more than the stated rate and/or percentage in the event of a substantial increase of material component of Bottler’s cost of goods, manufacture or delivery. A substantial increase would be deemed at in excess of fifteen percent (15%). Bottler shall notify Account thirty (30) days in advance prior to the date of any such substantial commission decrease takes effect. Commissions are paid based upon cash collected after deducting taxes, deposits, recycling fees, other handling fees, communication charges and credit and debit card fees, if any.

Vending Rate Increase	
Agreement Year	Vend Rate Increase
Year 5	\$.25
Year 9	\$.25
Year 13	\$.25
Year 17	\$.25
Year 21	\$.25

Pricing: Account shall be entitled to purchase beverages and associated beverage products (cups, lids, carbon dioxide) from Bottler in accordance with the prices set in Exhibit B. Prices will be subject to an annual increase of 4% over the previous year’s price, except in the event of an increase in a component of Bottler’s cost of goods, manufacture or delivery, or increases in taxes, deposits, and other government related fees in which Bottler may increase prices to cover such increases costs as mutually agreed upon by Bottler and Account.

Concessionaire: If the Account employs a concessionaire, Account will cause Concessionaire to purchase from Bottler all requirements for beverages and associated beverage products (cups, lids, and carbon dioxide, if applicable). Prices will be determined by the existing agreement between Account and



Bottler. Account acknowledges that there will be no duplication of allowances, funding, or benefits to Account or Concessionaire if Concessionaire has an existing agreement with Bottler or The Coca-Cola Company.

## **7. Termination**

If Account breaches any of its obligations set forth in this Agreement and Account fails to cure any such breach within thirty (30) days after it receives written notice from Bottler, then its sole remedy, Bottler may terminate this Agreement, and Account shall return any equipment, and pay to Bottler the unearned portion of pre-paid sponsorship fees or other upfront funding, if any.

Bottler shall have the right to withhold and not pay further amounts of which may become payable to Account pursuant to this Agreement if Account has failed to perform its obligations hereunder, Bottler's rights hereunder have been lost, limited, or restricted, or there exists a bona fide dispute between the parties.

If Bottler breaches any of its obligations set forth in this Agreement and fails to cure any such breach within thirty (30) days after it receives written notice from Account, then at its option and not as its sole remedy, Account may terminate this Agreement, and Account shall return equipment, but Account shall not be required to pay to Bottler the unearned portion of pre-paid sponsorship fees or other upfront funding, if any.

Notwithstanding anything to the contrary in this Agreement, to the maximum extent permitted by applicable law, Bottler shall not be liable to the other party or any other party for any indirect, special, incidental, consequential or punitive damages, costs, losses, or expenses of whatever nature.

## **8. Indemnification**

Bottler shall indemnify the Account for any liability incurred by the Account related to Bottler's negligence, Bottler's breach of this Agreement, or Bottler's failure to comply with any applicable law.

## **9. Notice**

For a notice under this Agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the last known address for the party being served, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

## **10. Choice of Law**

All claims relating to this Agreement shall be governed by the laws of the State of Iowa without regard to principles of conflicts of law.



## 11. Forum

The sole and exclusive jurisdiction for any action arising from or relating to this Agreement shall be in the state or federal courts located in the State of Iowa.

## 12. Modification

No amendment of this Agreement will be effective unless it is in writing and signed by both parties.

## 13. Entire Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Neither party may assign this Agreement without the written consent of the other party. All amendments to or waivers of this Agreement must be in writing signed by all parties.

## 14. Severability

The parties agree that if a dispute between the parties arises out of this Agreement, they would want the court to interpret this Agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this Agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

Bottler: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Account: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit A – Initial Vending Rates and Commission Schedule – Full Service Products**

<b>FULL SERVICE PKG</b>	<b>Vend Rate</b>	<b>Commission %</b>
20oz Smartwater	\$2.50	35%
20oz CSD	\$2.50	35%
20oz Dasani	\$2.50	35%
20oz 8pk Powerade	\$2.50	35%
16oz BodyArmor	\$2.75	35%
20oz Vitaminwater	\$2.50	35%
18.5oz Gold Peak	\$2.25	35%
16oz/15.5oz Monster	\$3.25	15%
16oz Monster Reign	\$3.25	15%
LSS Chips (64 ct.)	\$1.75	15%
Candy (24 ct.)	\$1.75	15%
Candy (36 ct.)	\$1.75	15%
Candy (48 ct.)	\$1.75	15%
Palmer Selects Gummy Worms/Bears (8 ct.)	\$1.75	15%
Cookie Vending SC (Gma Vbit, Swt Serenity)	\$1.75	15%
Trails Best Meat Sticks	\$1.75	15%
Kars Mix	\$1.75	15%
Poptart Variety	\$1.75	15%
PF&B 14oz Core Power	\$3.75	15%
PF&B 14oz Core Power Elite	\$3.75	15%
Kellogg's Rice Krispie Treat (48 ct.)	\$1.75	15%
Pastry Donut (72/cs)	\$2.00	15%
Pastry Cupcake (36/cs)	\$1.75	15%
14oz Fairlife Milk	\$3.00	15%

Any products not listed in Exhibit A will have vend rates and commissions mutually defined by Bottler and Account. Vend prices will increase \$.25 in Years 5,9,13,17 and 21 of the Agreement.



**Exhibit B**

<b><u>Package</u></b>	<b><u>Price</u></b>
12oz/12pk Can	\$14.50
.5lt/24pk Dasani	\$8.50
20oz 8pk Powerade	\$17.68
12oz Dasani	\$16.90
12oz MMJTG	\$30.00
13.7oz Dunkin	\$21.84
14oz Core Power Elite	\$25.80
16oz BodyArmor	\$18.74
16oz/15.5oz Monster	\$39.41
18.5oz Gold Peak	\$16.22
20oz Vitaminwater	\$16.22
20oz CSD	\$17.68
20oz Dasani	\$17.68
23oz Peace Tea	\$13.65
7.5oz Mini Can	\$13.20
700ml Smartwater	\$38.40

Prices listed in Exhibit B are subject to a 4% annual increase. Any other products will be purchased at Bottler's established Trade Letter Pricing.



**TO:** Dr. Terry A. Murrell, President

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

**DATE:** June 5, 2024

**RE:** **PUBLICATION OF ANNUAL REPORT**

A request for quotations for publication of the College’s 2023-2024 Annual Report was sent to 15 local newspapers. Below is the list of the quotes received from three local newspapers.

<u>Newspaper</u>	<u>Cost (Total Estimate)</u>	<u>Proposed Date of Publication</u>
Sergeant Bluff Advocate	\$2.13/inch (est. \$1,278.00)	August 8, 2024
Onawa Sentinel	\$3.60/inch (est. \$2,160.00)	August 8, 2024
Akron Hometownner	\$4.08/inch (est. \$2,443.20)	August 9, 2024

**Recommendation**

It is the administrative recommendation that the College publish the 2023-2024 Annual Report on August 8, 2024, in The Sergeant Bluff Advocate at a cost of \$2.13 per standard advertising unit.



DATE: June 10, 2024

TO: Dr. Terry A. Murrell, President

FROM: Jackie Plendl, <sup>JP</sup>Dean of Human Resources

RE: Board Policy Revisions

The following revised Board Policies are being presented to the Western Iowa Tech Board of Directors for a first reading as follows:

206.1 – Non-Discrimination

400.10 – Discrimination and Harassment

506.7 – Discrimination, Harassment and Abuse (Title IX)

The proposed changes are a result of changes to the U.S. Department of Education's Title IX regulations to be effective August 1, 2024.

### **Administrative Recommendation**

The revised Board Policies will be presented to the WITCC Board of Directors for a second reading and approval at a future board meeting.

# B O A R D P O L I C Y

WESTERN IOWA TECH COMMUNITY COLLEGE

	Series Number: 206.1
Title	All Personnel
	Nondiscrimination Policy

Western Iowa Tech Community College's official Nondiscrimination Policy will be as follows;

### Nondiscrimination Statement

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

If you have questions or complaints, please contact Dean of Human Resources (employees) 4647 Stone Avenue, Sioux City, IA 51106; 712-274-6400 ext. 1406; [equity@witcc.edu](mailto:equity@witcc.edu) or Dean of Opportunity and Engagement (students) 4647 Stone Avenue, Sioux City, IA 51106; 712-274-6400 ext. 2887; [equity@witcc.edu](mailto:equity@witcc.edu) or the Director of the Office for Civil Rights, U.S. Department of Education, John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37<sup>th</sup> Floor, Chicago, IL 60604-7204, phone number (312) 730-1560, fax (312) 730-1576, TDD 800-877-8339; email: [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov). Inquiries about Title IX may be referred to the College's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The College's Title IX Coordinator is the same as the Dean of Human Resources, with the contact information set forth above.

The College's Nondiscrimination Statement and grievance procedures can be found prominently posted on the College's website, and/or by request from the Title IX/Equity Coordinator. Please refer to these policies and procedures to report information that may constitute discrimination, including a report of sex discrimination under Title IX.

### Abbreviated Equity Statement:

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

Date of Adoption	11/12/2019		Legal Reference: (Code of Iowa)
Date of Last Revision	6/13/2022		
Date of Current Revision	2/12/2024		Date of Last Review: 2/12/2024
Related Administrative Procedures and Cross References			302.1, 303.3, 400.17, 400.19, 400.2, 400.5(h), 502.4, 805.3, 806.1

# BOARD POLICY

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## WESTERN IOWA TECH COMMUNITY COLLEGE

rights regulation. Individuals who feel they have been discriminated against can reference the Western Iowa Tech website, [www.witcc.edu](http://www.witcc.edu), for more information and contacts. Individuals may report concerns or questions to the Title IX/Equity Coordinator at [equity@witcc.edu](mailto:equity@witcc.edu). The Notice of Nondiscrimination is located at Board Policy 206.1.

~~If you have questions or complaints, please contact Dean of Human Resources (employees) 4647 Stone Avenue, Sioux City, IA 51106; 712-274-6400 ext. 1406; [equity@witcc.edu](mailto:equity@witcc.edu) or Dean of Opportunity and Engagement (students) 4647 Stone Avenue, Sioux City, IA 51106; 712-274-6400 ext. 2887; [equity@witcc.edu](mailto:equity@witcc.edu).~~

# B O A R D P O L I C Y

WESTERN IOWA TECH COMMUNITY COLLEGE

	Series Number: 400.10
Title	All Personnel
	Discrimination and Harassment

As described in the College’s Nondiscrimination Policy, Western Iowa Tech Community College does not discriminate, including against any employee, applicant for employment, student, or applicant for admission, on the basis of protected class characteristics. Any member of the College community whose acts deny, deprive, or limit the educational or employment access, benefits, and/or opportunities of any member of the College community on the basis of that person’s membership in the protected classes listed in the Non-discrimination Policy is in violation of College policy.

Additionally, hHarassment of employees and students based on protected class will not be tolerated, including by Board members, administrators, employees, parents, vendors, and others doing business with the College. This includes incidents within college facilities, college premises, and on other property if the employee or student is at any College-sponsored or related activity or function, ~~such as field trips where students are involved in a college-supervised activity or where the employee is engaged in college business~~, or where the conduct affects the order, management, environment, or operations of the College.

Harassment means any electronic, written, verbal, or physical act or conduct ~~toward a student or employee~~ which is based on an actual or perceived protected characteristic included in Non-Discrimination Board Policy (206.1), and which creates an objectively hostile work or educational environment that meets one or more of the following conditions:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or educational program, activity, or benefit;
- submission to or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance and/or is sufficiently severe or pervasive **and objectively offensive** as to create an intimidating, hostile, or offensive working or educational environment.

Date of Adoption	8/11/08		Legal Reference: (Code of Iowa)
Date of Last Revision	8/10/2020		216
Date of Current Revision	6/10/2024		Date of Last Review: 6/10/2024
Related Administrative Procedures and Cross References			400.11 Grievance Procedure

# BOARD POLICY

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Other types of harassment may include, but not be limited to, jokes, stories, pictures or objects that are offensive, tend to alarm, annoy, abuse, or demean certain protected individuals and groups.

If an employee believes they, or someone else in the College community, has been subject to discrimination or harassment, it should be immediately reported to a supervisor, the Title IX/Equity Coordinator, or other College administrator for adjudication consistent with applicable procedures.

~~The College also protects against some forms of sexual harassment under its Sexual Harassment and Abuse Policy and procedures, which is applicable to complaints of Title IX sexual harassment.~~

~~Employees and students who believe they have suffered harassment shall report such matters to the Title IX Coordinator. Employees whose behavior is alleged to be in violation of this policy will be subject to the investigation procedure which may result in discipline up to and including discharge or other appropriate action. Other individuals whose behavior is alleged to be in violation of this policy will be subject to appropriate sanctions as determined and imposed by the President or Board.~~

~~Upon receiving a complaint, the Title IX Coordinator shall confer with the complainant to obtain an understanding and a statement of the facts. It shall be the responsibility of the conciliator to promptly and reasonably investigate claims of harassment and to pass the findings on to the President who shall complete such further investigation as deemed necessary and take such final action as deemed appropriate. Information regarding an investigation of harassment shall be confidential to the extent possible, and those individuals who are involved in the investigation shall not discuss information regarding the complaint outside the investigation process.~~

No one shall retaliate against a person because they have engaged in protected activity under this policy, including by filing a harassment or discrimination complaint; assisting or participating in a complaint investigation, proceeding, or because they have opposed language or conduct that violates this policy.

For instances of discrimination or harassment based on sex, the Board has adopted a more specific Policy on Sex Discrimination, Harassment, and Abuse (Title IX) and grievance procedures, which should be referenced. Other complaints of discrimination and harassment will be handled under the College's Grievance Procedures

# B O A R D P O L I C Y

WESTERN IOWA TECH COMMUNITY COLLEGE

	Series Number: 506.7
Title	Health and Safety Regulations and Procedures
	Sexual Discrimination, Harassment, and Abuse (Title IX)

Western Iowa Tech Community College is pledged to maintain an environment conducive to work and study for all persons. Such an environment is free of incidents of ~~sexual discrimination harassment~~, which includes ~~sex-based harassment sexual assault and abuse, dating violence, domestic violence, and stalking~~, as defined below. ~~Prohibited conduct also includes attempting or aiding in the commission of sexual harassment or retaliation for exercising rights under this Policy.~~

Information will be provided to all students about counseling services and campus security. Educational programs related to the means of preventing sexual abuse, of protection from sexual abuse, and of the rights and duties of students and employees will be provided on a periodic basis.

It is intended to ensure that this policy and its procedures related to sex discrimination (including sex-based harassment) ~~sexual harassment~~ are interpreted and applied consistently with Title IX, the Clery Act, Iowa Code § 260C.14(18), and other applicable law.

## A. Scope

~~The College's scope under Title IX is limited to locations, events, or circumstances over which it substantially controls both the respondent accused of violating the College's prohibition on sexual harassment and the context in which the alleged harassment occurs. The College's scope under Title IX is also limited to conduct against a person that occurs in the United States.~~

~~Any person may file a complaint alleging sexual harassment against a student or employee of the College. If a report or complaint falls under the College's scope under Title IX, the College will utilize its Title IX administrative procedures to respond and will not proceed under any other College policy or procedure if doing so would interfere with any right or privilege provided to a party under Title IX. If the College determines that a report or complaint of sexual harassment~~

Date of Adoption	9/21/87	Legal Reference: (Code of Iowa) HF 2028,
Date of Last Revision	8/10/2020	PL101-542, Student Right to Know and Campus Security Act; Code of Iowa Ch. 709.1
Date of Current Revision	6/10/2024	Date of Last Review: 6/10/2024
Related Administrative Procedures and Cross References		Statement of General Conduct, Student Handbook ; 400.10, Harassment

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~~does not fall under the College's scope under Title IX, the College may still take action for such alleged conduct, consistent with applicable law and policy, and based on the nature of the alleged conduct. The parties will be notified of this decision.~~

The purpose of this Policy is the prohibition of all forms of sex discrimination, including harassment, as defined below. This policy covers conduct that occurs at all College sponsored programs and activities, as well as conduct that occurs on the campus or on property owned or controlled by the College. The policy can also cover prohibited conduct that initially occurs off-campus when students or employees experience continuing effects of the off-campus acts in the educational or work setting that effectively deprive them of access to the college's educational programs. The Policy covers conduct perpetrated by faculty, staff, students, and third parties. For sex discrimination and harassment only, under Title IX the College's "jurisdiction" also includes any building owned or controlled by a student organization that is officially recognized by the College, such as a fraternity or sorority.

### B. Prohibited Conduct

Sex Discrimination is a form of discrimination prohibited by Board Policy 206.1, and is discrimination in employment, admissions, or the College's educational programs or activities on the basis of sex, including based on pregnancy, family status, marital status, sexual orientation, or gender identity.

~~Sexual Based Harassment means unwelcome behavior (verbal, written, physical) that is directed at someone because of that person's sex or gender, and that meets any of the following definitions:~~ is a form of harassment prohibited by Board Policy 206.1. Prohibited acts of sex-based harassment may be committed by any person upon any other person, regardless of the sex, sexual orientation, and/or gender identity of those involved. Sex-based harassment, as an umbrella category, includes the offenses below:

1. Harassing conduct on the basis of sex that satisfies one or more of the following:
  - a. Quid Pro Quo: An employee, agent, or other person authorized by the College to provide an aid, benefit, or services of the College expressly or impliedly conditions the provision of an aid, benefit, or service upon participation in unwelcome sexual conduct.
  - b. Hostile Environment: Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from a College program or activity. Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    - i. The degree to which the conduct affects the recipient's ability to access program activity;
    - ii. The type, frequency, and duration of the conduct;

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- iii. The parties' ages, roles within the College, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - iv. The location of the conduct and the context in which the conduct occurred; or
    - v. Other sex-based harassment in the College's program or activity.
2. *Sexual Assault*: One of the following offenses in which one has or attempts to have sexual contact or sexual penetration with another individual without their consent:
  - i. Rape: the penetration, no matter how slight, of the vagina or anus, with any body part or object, or oral penetration by a sex organ of another person without consent of the victim;
  - ii. Fondling: the touching of the private body parts of another person for the purpose of sexual gratification without consent of the victim;
  - iii. Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or
  - iv. Statutory rape: sexual intercourse with a person who is under the statutory age of consent.
3. *Dating Violence*: Violence committed by a person who has been in a romantic or intimate relationship with the victim. The existence of such a relationship shall be determined based on the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
4. *Domestic Violence*: Felony or misdemeanor crime of violence committed by:
  - i. Current or former spouse or intimate partner of the victim;
  - ii. Person with whom the victim shares a child in common;
  - iii. Person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;
  - iv. Person similarly situated to a spouse of the victim under the laws of the State of Iowa or the jurisdiction in which the incident reported occurred; and
  - v. Any other person against an adult or youth victim who is protected from that person's act under the laws of the State of Iowa.

To categorize an incident as Domestic Violence, the relationship between the parties must be more than just two people living together as roommates. The people cohabitating must be current or former spouses or have an intimate relationship.

5. *Stalking*: Engaging in a course of conduct toward another person under circumstances that would reasonably cause a person to fear for the person's safety or the safety of others, or to suffer substantial emotional distress.

**Retaliation** occurs when an individual harasses or intimidates another person because that other person filed a complaint, participated in a grievance procedure for a violation of this Policy, supported a party to a complaint, and/or acted in good faith to oppose conduct that constitutes a violation of this Policy. Harassment or intimidation includes but is not limited to threats or actual violence against the person or the person's property, adverse educational or employment consequences, ridicule, taunting, or ostracism. Retaliation is prohibited under this Policy and is expressly prohibited by Title IX.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith during a grievance procedure does not constitute retaliation, provided that a determination regarding responsibility, alone, is not sufficient to conclude that any party has made a materially false statement in bad faith.

- ~~2.—A College employee, agent, or other individual under the College's control or authority explicitly or implicitly conditions a decision or benefit on submission to sexual conduct (e.g., sexual favors for a better grade or promotion; implicitly or explicitly threatening negative consequences if the student or employee rejects sexual advances).~~
- ~~3.—Unwelcome conduct that creates a hostile, intimidating or demeaning environment that is sufficiently severe, pervasive, and objectively offensive that it effectively denies a person equal access to participation in the College's educational program or activity. Examples can include persistent and unwelcome efforts to develop a sexual relationship; bullying/cyber-bullying of a sexual nature or for a sexual purpose; sexual exploitation; unwanted sexual attention; repeated and unwelcome sexually oriented teasing, joking or flirting; or verbal abuse of a sexual nature. Behavior could be verbal, non-verbal (e.g., gestures, touching), written or electronic.~~
- ~~4.—Sexual assault or abuse, defined as one of the following offenses in which one has or attempts to have sexual contact or sexual penetration with another individual without their consent:
  - ~~a.—Rape: the penetration, no matter how slight, of the vagina or anus, with any body part or object, or oral penetration by a sex organ of another person without consent of the victim;~~
  - ~~b.—Fondling: the touching of the private body parts of another person for the purpose of sexual gratification without consent of the victim;~~
  - ~~c.—Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or~~
  - ~~d.—Statutory rape: sexual intercourse with a person who is under the statutory age of consent.~~~~
- ~~5.—Dating violence, which is violence committed by a person who is or has been in a social relationship of a romantic, sexual, or intimate nature with the individual. The existence of such a relationship shall be determined based on the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.~~

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## WESTERN IOWA TECH COMMUNITY COLLEGE

- ~~6. Domestic violence, which is a felony or misdemeanor crime of violence committed by a:~~
- ~~• Current or former spouse or intimate partner of the victim;~~
  - ~~• Person with whom the victim shares a child in common;~~
  - ~~• Person who is cohabitating with, or has cohabitated with, the victim as a spouse or intimate partner;~~
  - ~~• Person similarly situated to a spouse of the victim under the laws of the State of Iowa or the jurisdiction in which the incident reported occurred; and~~
  - ~~• Any other person against an adult or youth victim who is protected from that person's act under the laws of the State of Iowa or the jurisdiction in which the incident reported occurred.~~
- ~~7. Stalking, which is engaging in a course of conduct toward another person under circumstances that would reasonably cause a person to fear bodily injury to themselves or others or to experience substantial emotional distress.~~

~~The determination as to whether the alleged conduct constitutes sexual harassment should take into consideration all of the circumstances, including the context in which the alleged incidents occurred.~~

### C. Resources, Reporting/Making a Complaint, Investigation, and **Resolution** **Procedures****Grievance Procedures**

For information on reporting **and complaint** options, resources and contact information, and the **grievance resolution grievance** procedures which apply to a report of complaint of **sex discrimination, including sex-based sexual harassment or abuse** under this Policy, see the College's Title IX **Sexual Sex Discrimination and Harassment Procedures**.

### D. Title IX Coordinator

The College's Title IX Coordinators ("Title IX Coordinator") coordinates the College's response to reports of **sexual sex discrimination, including sex-based harassment** under this Policy. The Title IX Coordinator does not serve as an advocate for **parties to a complaint, but either the complainant or the respondent.** ~~The Title IX Coordinator~~ will coordinate with other campus officials to implement and coordinate appropriate supportive measures. ~~such as mutual no-contact orders and academic accommodations.~~ The Title IX Coordinator is trained and knowledgeable about enforcement, compliance, communication, and implementation of the College's anti-harassment and anti-discrimination policies. The name, title, and contact information for the College's Title IX Coordinators **s are** is prominently posted and published on the College's website consistent with applicable law. **To the extent the College utilizes any deputy or other Title IX Coordinators, there will remain a single Title IX Coordinator with ultimate oversight and responsibility to ensure consistent compliance with the College's responsibilities under Title IX and this part.**

**The Title IX Coordinator will monitor the College's programs and activities for any barriers to reporting information about conduct that reasonably may constitute sex discrimination, and take steps reasonably calculated to address such barriers.**

~~A party may also contact the Assistant Secretary for Civil Rights of the United States Department of Education for matters under Title IX.~~

# WITCC in the News

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## Witstock

[https://siouxcityjournal.com/weekender/music/witcc-music-festival-students-event/article\\_b3c50d9a-0615-11ef-895b-cb85bca1ae0f.html](https://siouxcityjournal.com/weekender/music/witcc-music-festival-students-event/article_b3c50d9a-0615-11ef-895b-cb85bca1ae0f.html)

<https://www.sioxlandproud.com/news/local-news/witstock-music-festival-returns-to-western-iowa-tech-campus/>

## Storm Timelapse by Mass Comm

<https://www.yahoo.com/news/witcc-thunderstorm-time-lapse-224825312.html?https://www.sioxlandproud.com/video/witcc-thunderstorm-time-lapse/9652928/>

## Graduation

[https://siouxcityjournal.com/news/local/education/graduation-ceremony-sioxland-colleges-university/article\\_9f8204c8-08c7-11ef-b8ea-33280edd708f.html](https://siouxcityjournal.com/news/local/education/graduation-ceremony-sioxland-colleges-university/article_9f8204c8-08c7-11ef-b8ea-33280edd708f.html)

## MRHD Grant

<https://www.sioxlandproud.com/news/local-news/mrhd-to-award-1-million-to-woodbury-county-community-driven-projects/>

## Radio Station 94.3

<https://northpine.com/2024/05/27/fcc-monitor-new-student-run-lpfm-granted-in-iowa/>

## SBL Bond Vote

<https://www.sioxlandproud.com/news/your-local-election-hq/sergeant-bluff-luton-preparing-for-another-bond-vote/>

[https://siouxcityjournal.com/news/local/education/sergeant-bluff-luton-bond-plan-new-facilities/article\\_b6a77c16-1469-11ef-8a13-6b5a54a01b1e.html](https://siouxcityjournal.com/news/local/education/sergeant-bluff-luton-bond-plan-new-facilities/article_b6a77c16-1469-11ef-8a13-6b5a54a01b1e.html)

## Auto, SEMA BuildVideo made by Sema Attendee

[https://www.youtube.com/watch?v=\\_gD4L3nimM](https://www.youtube.com/watch?v=_gD4L3nimM)

## Athletics–

### SSC Soccer Commitments:

<https://www.sioxlandproud.com/sports/11-athletes-sign-national-letters-of-intent-during-south-sioux-city-signing-day/>

<https://www.ktiv.com/2024/05/06/11-south-sioux-city-student-athletes-make-college-commitment-official/>

[https://siouxcityjournal.com/sports/high-school/olson-arizona-football-area-commitments/article\\_2bda4ea4-112d-11ef-8df6-bbe43a0e06fd.html](https://siouxcityjournal.com/sports/high-school/olson-arizona-football-area-commitments/article_2bda4ea4-112d-11ef-8df6-bbe43a0e06fd.html)

## Brief Mentions–

### Best of Siouxland:

# WITCC in the News

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Murrell was the speaker at this event, not mentioned in this article, but visually represented in the video.

<https://www.siouxlandproud.com/best-of-the-class/kcau-9-celebrates-2024s-best-of-the-class/>

North FCCLA Student, Culinary, future student:

[https://siouxcityjournal.com/news/local/sioux-city-north-culinary-students-special-lunch/article\\_1bf77a42-0968-11ef-8461-3bcc8e89783a.html](https://siouxcityjournal.com/news/local/sioux-city-north-culinary-students-special-lunch/article_1bf77a42-0968-11ef-8461-3bcc8e89783a.html)

Semehar Ghebrekidan Suspension/Termination:

[https://siouxcityjournal.com/news/local/government-politics/semeharghebrekidan-suspension-inclusionliaison-cityofsiouxcity-siouxcity/article\\_090a4334-0d4f-11ef-9d3d-e75b02bec508.html](https://siouxcityjournal.com/news/local/government-politics/semeharghebrekidan-suspension-inclusionliaison-cityofsiouxcity-siouxcity/article_090a4334-0d4f-11ef-9d3d-e75b02bec508.html)

<https://www.ktiv.com/2024/05/29/sioux-city-fires-first-community-inclusion-liaison-multiple-workplace-violations>

WIT Filipino Club, Siouxland Asian Festival:

[https://siouxcityjournal.com/news/local/photos-2024-siouxland-asian-fest/collection\\_1768d278-1b1a-11ef-bc9f-ff2fa0f816a4.html](https://siouxcityjournal.com/news/local/photos-2024-siouxland-asian-fest/collection_1768d278-1b1a-11ef-bc9f-ff2fa0f816a4.html)

Former WIT employee mention:

<https://www.chronicletimes.com/articles/news/tyler-hahn-named-to-library-journal-mover-shaker-list/>

J1–

<https://iowacapitaldispatch.com/2024/05/03/lawyers-battle-over-witnesses-documents-in-human-trafficking-lawsuits/>

[https://www.southernminn.com/around\\_the\\_web/news/lawyers-battle-over-witnesses-documents-in-human-trafficking-lawsuits/article\\_cb69214f-6e6d-554c-8590-10e465da6115.html](https://www.southernminn.com/around_the_web/news/lawyers-battle-over-witnesses-documents-in-human-trafficking-lawsuits/article_cb69214f-6e6d-554c-8590-10e465da6115.html)

<https://www.ktiv.com/2024/05/13/witcc-holding-first-regular-board-meeting-after-settling-3-million-human-trafficking-lawsuit/>

<https://www.ktiv.com/video/2024/05/14/witcc-holding-first-regular-board-meeting-after-settling-3-million-human-trafficking-lawsuit-clipped-version/>

<https://www.siouxlandproud.com/news/local-news/western-iowa-tech-board-questioned-over-j1-visa-settlement/>

[https://siouxcityjournal.com/news/local/education/lawsuit-settlement-witcc-human-trafficking/article\\_da5a09f4-117a-11ef-b607-73b82ee938dd.html](https://siouxcityjournal.com/news/local/education/lawsuit-settlement-witcc-human-trafficking/article_da5a09f4-117a-11ef-b607-73b82ee938dd.html)

<https://kscj.com/2024/05/14/concerns-expressed-over-3-million-wit-lawsuit-settlement/>

<https://www.radioiowa.com/2024/05/14/residents-seek-details-of-western-iowa-tech-settlement-with-chilean-students/>

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<https://www.kjan.com/index.php/2024/05/residents-seek-details-of-western-iowa-tech-settlement-with-chilean-students/>

<https://www.msn.com/en-us/news/us/western-iowa-tech-settles-one-of-two-labor-trafficking-lawsuits-for-3-million/ar-AA1nF6WB>