



## WESTERN IOWA TECH COMMUNITY COLLEGE

# BOARD MEETING

**Date:** November 10, 2025

**Time:** 4:00 pm

**Location:** WITCC Sioux City Campus, Board Room A507

Join virtually at: <https://witcc.zoom.us/j/3695445549>

### WITCC Mission

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

### Board Members

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

Brenda Wright, Board Secretary

### Administration:











Terry Murrell, College President | Troy Jasman, VP of Finance and Administrative Services | Erin Volk, Vice President of Learning | Frank Arpan, Vice President of Student Success | 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

### Presenters:

Carmen Wilson, Associate Dean – Corporate College | Mark Munger, General Manager for KWIT | Skip Perley, President, Innovate Siouxland and retired CEO, Thompson Solutions Group | Ben Knoepfler, Vice President, Innovate Siouxland Inc. and Owner of Knoepfler Chevrolet & Board Member Siouxland Public Media | Rенаe Billings, Treasurer, Innovate Siouxland Inc. and Vice-Chair Iowa's West Coast Initiative and Economic Development Manager for the City of Sioux City | Michelle Bostinelos, Secretary, Innovate Siouxland Inc. and Chair Iowa's West Coast Initiative and Executive Director SIMPCO

Item	Presenter
I. Call Meeting to Order	Linnea Fletcher
II. Roll Call of Directors	Brenda Wright
III. Oral Communications	
IV. Written Communications	
A. Thank You – South Sioux City Community Schools in addendum NOV 25 1, page 1	
V. Consent Items	
A. The minutes of the regular Board of Directors meeting held October 13, 2025	
B. The Financial Report for October 2025 in addendum NOV-25-2, pages 2-9	

Item	Presenter
C. A list of General Fund bills in addendum NOV-25-3, pages 10-29. Additional bills may be presented at the Board Meeting.	
D. The Personnel Report Regular Appointments in addendum NOV-25-4a, page 30. The Community and Continuing Education instructor list in addendum NOV-25-4b, page 31. Additional Personnel Report may be presented at the meeting.	
<i>Motion needed for Consent Items</i>	
<b>VI. Administrative Reports</b>	
A. Innovation Center in addendum NOV 25 5, pages 32-33	Revathi Vongsiprasom Mark Munger Skip Perley Ben Knoepfler Renaë Billings Michelle Bostinelos
B. Innovate Siouxland, Inc. Fiscal Management Service Agreement in addendum NOV 25 6, pages 34-38. <i>Motion Needed</i>	Troy Jasman Revathi Vongsiprasom
C. Building B Chiller Project Request in addendum NOV 25 7, pages 39-41. <i>Motion Needed</i>	Troy Jasman
D. Staff Development Program Annual Report in addendum NOV 25 8, pages 42-43.	Jackie Plendl
E. Education Association Negotiating Team in addendum NOV 25 9, page 44. <i>Motion Needed</i>	Jackie Plendl
F. Federal Grants Update in addendum NOV 25 10, pages 45-52.	Frank Arpan Revathi Vongsiprasom
G. SBDC Sub Contract with Iowa State University in addendum NOV 25 11, pages 53-81. <i>Motion Needed</i>	Darin Moeller Carmen Wilson
H. SBDC Amendment No. 2 Agreement with Iowa State University in addendum NOV 25 12, pages 82-150. <i>Motion Needed</i>	Darin Moeller Carmen Wilson
I. 260G ACE Nursing Program – Cherokee Regional Medical Center in addendum NOV 25 13, pages 151-160. <i>Motion Needed</i>	Darin Moeller Carmen Wilson
J. Police Science Simulator Purchase Request in addendum NOV 25 14, page 161-166. <i>Motion Needed</i>	Darin Moeller
K. ACCT Report Out	Russell Wray Linnea Fletcher Hanna Reinders Tricia Sutherland
L. President Report a. Holiday Reception b. IASB Board Training	
- Thursday, Dec. 4   5:30–7 p.m. - Thursday, Dec. 18   5:30–7 p.m. - Thursday, Jan. 8   5:30–7 p.m.	Terry Murrell
c. WITCC In the News in addendum NOV 25 15, pages 167-168. d. Other	

Item	Presenter
VII.	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 be likely to prejudice or disadvantage the position of the College in that litigation. <i>Motion Needed</i>
VIII.	Return to Open Session – Roll Call of Directors
IX.	Action on Approval of Settlement Agreement <i>Motion Needed</i>
X.	Unfinished Business
A.	Individual Board Member comments
B.	<b>US</b> November 10 – The Origins of the Vietnam War – Cargill Auditorium – 12:00 pm – 2:00 pm
C.	<b>US</b> November 11 – Veterans Day Flag Ceremony and Veterans Panel – Cargill Auditorium – 11:00 am – 1:00 pm
D.	<b>US</b> November 12 – Supporting Veterans and their Families (Lunch provided) – Robert E. Dunker Center, room W108 – 12:00 am – 1:30 pm
E.	 November 12 – Basketball – Highland Community College Kansas @ WIT – 7:00 pm
F.	 November 22 – Basketball – North Platte Community College @ WIT – 3:00 pm
G.	 November 25 – Basketball – North Iowa Area Community College @ WIT – 7:30 pm
H.	 November 27-28 – College Closed – Thanksgiving Break
I.	 December 6 – Basketball – Northeast Community College @ WIT – 3:00 pm
J.	 December 8 – Basketball – Kansas City Kansas Community College @ WIT – 7:00 pm
K.	 December 17 – Basketball – Ellsworth Community College @ WIT – 7:30 pm
L.	 December 23 – Last day of Fall Semester
M.	 December 24-January 2 – College Closed – Winter Break
N.	January 5, 2026 – Offices Open
O.	 January 12 – Spring 2026 Semester Begins
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>XI.</b>	<b>Adjournment</b> <i>Motion Needed</i>

## WIT's Vision

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

## WIT's 2024-2027 Strategy

**Advance Completion** - Elevate WIT's completion to the top 4 among Iowa community colleges

**Close the Gap** - Close the completion gap for at-risk groups (first-time, part-time, online, racial/ethnic minorities).

**Transform the Culture** - Strengthen the culture of belonging for employees through increased communication, engagement, and support



**T**ransformation



**E**ngagement

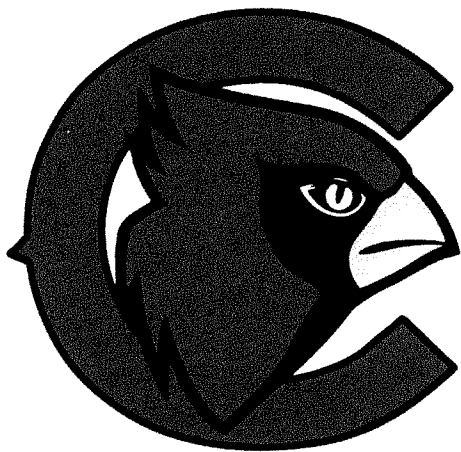


**C**ommunity



**H**armony

WESTERN IOWA **TECH** VALUES



We just wanted to thank you as you supported our health and hearing screenings. We could not have done this without your help. Our students benefited from your time and energy. Thank you SSCCS ☺  
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## WESTERN IOWA TECH COMMUNITY COLLEGE

# BOARD MEETING MINUTES

Date: October 13, 2025

Time: 4:00 pm

Location: WITCC Sioux City Campus, Board Room A507

### WITCC Mission

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

### Board Members

Present: Linnea Fletcher, President | Tricia Sutherland, Vice President | Micah Lang | Hanna Reinders | Mary Parker | Jeremy Ogle | Erin Muck | Russell Wray

Brenda Wright, Board Secretary

Absent: Brad Griffin

### Administration:

Terry Murrell, College President | Troy Jasman, VP of Finance and Administrative Services | Erin Volk, Vice President of Learning | Frank Arpan, Vice President of Student Success | 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

### Presenters:

Carmen Wilson, Associate Dean – Corporate College

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Meeting was called to order at 4:00 pm by Linnea Fletcher.

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Brenda Wright took a Roll Call of Directors.

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Linnea Fletcher asked for any Oral Communications to be brought to the board. Dave Bernstein stepped forward and asked questions regarding an update on a decision from our insurance company for a settlement.

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Linnea made mention of the Written Communication from the South Sioux City Chamber.

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Linnea asked the board to review the Consent items. Jeremy Ogle made a motion to approve and it was seconded by Tricia Sutherland. All were in favor and the motion carried.

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Tawnya Beermann and Christina presented the Fall Semester Enrollment Report. Tawnya shared the good news that we were only down 2.8% compared to last year. She also shared that our returning student numbers were up. CTE represents 66% of our students. Tawnya also explained how a new tool we recently implemented is helping to find fraudulent students before getting into our system.

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Christina Brandon shared that the College Now numbers were down compared to last year. She also said that there seems to be a higher demand for students taking classes on campus. The College Now team implemented a new automated enrollment tool. Campus Visit Days are filling up fast for this this fall.

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Tawnya and Frank Arpan presented the Student Support Report. Tawnya talked about some of the support options that we offer our students. Nearly 20,000 appointments were made to provide services to students. Food Pantry

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had nearly 3000 visits in the year. Health services also helped students save money by getting their physicals through the health clinic.

Frank Arpan also presented the Graduation Compilation Report. Frank talked about the focus on our credentials. We had an increase in our awards received over the previous year.

Darin Moeller presented the Future Ready Iowa Programs for the next academic year. We need approval for the regional programs that we selected. Jeremy Ogle made a motion to approve and it was seconded by Russ Wray. All were in favor and the motion carried.

Darin also presented the Quality Faculty Plan for approval. We are required to review this every few years. There are no changes in this plan. Tricia Sutherland made a motion to approve and it was seconded by Erin Muck. All were in favor and the motion carried.

Darin Moeller introduced Carmen Wilson to present the 260G ACE Nursing Program. Erin Muck made a motion to approve this ACE program and Jeremy Ogle seconded the motion. All were in favor and the motion carried.

Darin and Carmen also presented an amendment to the 260E Seaboard Triumph Foods agreement signed in April 2024. At the time, they were anticipating going to bond in 2025. They decided not to. We plan to go in 2026. We need to amend the agreement to extend the dates. Jeremy Ogle made a motion to approve and it was seconded by Hanna Reinders. All were in favor and the motion carried.

Jackie Plendl and Erin Volk presented four board policy updates for a second reading. One change was due to Federal requirements. Two other changes were due to wording/language updates. The last was a board policy that was no longer required by Iowa Code and were advised to delete the policy. Tricia Sutherland made a motion to approve and it was seconded by Hanna Reinders. All were in favor and the motion carried.

Troy Jasman presented the Foundation Compilation Report. This report is for the fiscal year ending June 30, 2025. The foundation gave over \$1 million in scholarships. Erin Muck made a motion to approve and it was seconded by Jeremy Ogle. All were in favor and the motion carried.

Troy Jasman also proposed a new project for a Bldg. A Generator. The current generator is over 25 years old. A new one would give us more abilities and also would give us the ability to participate in a Curtailment program with Mid American Energy. This would give us a \$30,00 in roll back savings. Russ Wray made a motion to approve and it was seconded by Erin Muck. All were in favor and the motion carried.

Troy presented two change orders for the Denison Regional Academy. Both change orders (#8 and #9) resulted in a negative change. The contractor also did not sue the contingency funds to this will reduce the contract by \$100,000. Erin Muck made a motion to approve Change Order #8 and it was seconded by Russ Wray. All were in favor and the motion carried. Jeremy Ogle made a motion to approve Change Order #9 and it was seconded by Erin Muck. All were in favor and the motion carried.

Terry Murrell asked for a nomination to be the ACCT Voting Delegate at the upcoming ACCT Conference. Jeremy Ogle nominated Tricia Sutherland. Russ Wray seconded the nomination. All were in favor.

Terry Murrell talked about the upcoming IPIB training that will be required for all board members. More information to follow.

Tricia Sutherland gave an update from the last Community Colleges for Iowa meeting. There are three areas they are focusing on this year with legislators.

1. Asking for \$12 million in funding
2. Advocating for Last Dollar Scholar criteria to be expanded.
3. Trying to find innovative ways for trustees to establish working relationships with legislatures.

Jeremy Ogle made a motion to adjourn and it was seconded by Hanna Reinders. All were in favor and the motion carried. Meeting adjourned at 4:48 pm.

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**The next regular scheduled board meeting will be Monday, November 10, 2025, at 4:00 pm on the Sioux City campus in the Boardroom.**

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## WESTERN IOWA TECH COMMUNITY COLLEGE

# BOARD RETREAT MINUTES

**Date:** Monday, October 13, 2025

**Time:** 8:30 am – 3:45 pm

**Location:** WITCC Campus – 4647 Stone Avenue, Sioux City, IA, Wells Fargo Conference Room

### Board Members

**Present:** Linnea Fletcher, President | Tricia Sutherland, Vice President | Hanna Reinders | Jeremy Ogle  
| Russell Wray | Erin Muck

**Absent:** Micah Lang, Brad Griffin, Mary Parker

Terry Murrell, College President | Brenda Wright, Board Secretary

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Linnea Fletcher called the meeting to order at 8:56 am. Linnea thanked the board for taking the extra time to spend as a team today.

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Brenda Wright took a Roll Call of Directors.

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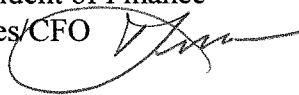
Dr. Sandy Caldwell presented the ACCT Board Training. The training revolved around what the purpose of the board was and our goals for the future. The Board broke for lunch and then returned to talk about future plans.

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The meeting adjourned at 3:35 pm.

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

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

**DATE:** November 5, 2025

**RE:** **OCTOBER 2025 FINANCIAL HIGHLIGHTS**

### Executive Summary

General Fund revenues totaled \$2.5 million for the month and \$16.5 million year to date. At 41% of budgeted annual revenue, October year to date revenues were \$147K or 0.9% higher than last year. This continues to be mainly due to decreased enrollment offset by the per credit hour tuition increase and state aid increase. General Fund expenditures totaled \$3.9 million for the month and \$13.3 million year to date. At 33% of budgeted annual expenditures, October year to date expenditures are considerably higher than the prior year in actual dollars and percent of budget. As a result, the College financial position lags that of the previous year with a decrease in the fund balance change from the prior year of \$944K.

Restricted Fund activity for the month of October included receipts of federal grant funds, state support, property tax receipts and quarterly New Jobs Training Program (NJTP) receipts. Other activities across the various restricted funds were routine.

The Plant Fund activity through October reflected property tax receipts and other Plant Fund revenues consistent with budget. Property tax receipts increased \$1.0 million for the month while expenditures increased \$214K. The increase in expenditures is primarily related to equipment purchases.

Overall, Auxiliary Enterprise operations in October lag that of the previous year. The fund balance change of \$719K is \$76K lower than the prior fiscal year fund balance change. Again, you will recall that dormitory expenditures will continue to increase as students utilize the all you care to eat meal plan. The increase in expenditures will reduce the dormitory fund balance over the semester.

The College's October cash flow was strong as a result of property tax receipts, federal financial aid, Auxiliary operations, State Funding and NJTP collections. Cash and investments on a consolidated basis totaled \$39.5 million at October 31, 2025, an increase of \$1.8 million from September. The College's investment portfolio's overall yield at 3.57% was down from the 3.81% of the previous month.

Included with November's request for Board consent for payment are the debt service payments due December 1, 2025 on previously issued NJTP certificates and dormitory revenue bonds. The payments total some \$532K.

**WESTERN IOWA TECH COMMUNITY COLLEGE  
UNRESTRICTED FUND INCOME STATEMENT  
FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2025**

	Current Year			Prior Year		
	FY2026 Budget	YTD Actual	% of Budget	FY2025 Budget	YTD Actual	% of Budget
<b>REVENUES</b>						
Student Fees	\$ 3,583,600	\$ 1,663,333	46%	\$ 3,675,500	\$ 1,697,921	46%
Tuition	16,119,738	7,969,556	49%	15,808,048	7,991,850	51%
Local Support	2,400,000	1,212,209	51%	2,300,000	1,113,775	48%
State Support	13,932,885	4,648,734	33%	13,364,260	4,445,464	33%
Federal Support	302,956	26,235	9%	276,858	13,415	5%
Sales & Services	176,000	64,025	36%	198,000	70,080	35%
Other Income	3,593,093	916,637	26%	3,836,172	1,020,780	27%
<b>Total Income</b>	<b>\$ 40,108,272</b>	<b>\$ 16,500,729</b>	<b>41%</b>	<b>\$ 39,458,838</b>	<b>\$ 16,353,285</b>	<b>41%</b>
<b>EXPENDITURES</b>						
Salaries & Related Costs	\$ 27,595,850	\$ 8,072,421	29%	\$ 26,896,361	\$ 7,688,260	29%
Services	6,485,986	2,692,669	42%	6,553,649	2,360,460	36%
Materials, Supplies & Travel	2,821,702	1,242,596	44%	2,908,333	1,055,596	36%
Other Current Expenditures	3,194,743	1,271,591	40%	3,090,504	1,080,858	35%
Capital Outlay	9,991	1,478	15%	9,991	3,748	38%
<b>Total Direct Expense</b>	<b>\$ 40,108,272</b>	<b>\$ 13,280,755</b>	<b>33%</b>	<b>\$ 39,458,838</b>	<b>\$ 12,188,922</b>	<b>31%</b>
<b>Fund Balance Change</b>	<b>\$ -</b>	<b>\$ 3,219,974</b>		<b>\$ -</b>	<b>\$ 4,164,363</b>	

33% of Year

**WESTERN IOWA TECH COMMUNITY COLLEGE  
RESTRICTED FUND INCOME STATEMENT  
FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2025**

	Current Year			Prior Year		
	FY2026 Budget	YTD Actual	% of Budget	FY2025 Budget	YTD Actual	% of Budget
<b>REVENUES</b>						
Local Support	7,406,848	3,716,004	50%	6,756,389	3,239,407	48%
State Support	3,304,871	1,002,028	30%	3,321,832	1,174,522	35%
Federal Support	3,192,512	1,001,327	31%	3,139,306	1,041,780	33%
Other Income	766,431	302,604	39%	796,255	262,257	33%
New Jobs Training Program	3,700,000	695,950	19%	3,700,000	1,516,941	41%
<b>Total Income</b>	<b>18,370,662</b>	<b>6,717,913</b>	<b>37%</b>	<b>17,713,782</b>	<b>7,234,907</b>	<b>47%</b>
<b>EXPENDITURES</b>						
Salaries & Related Costs	4,179,906	1,249,351	30%	4,154,415	1,356,207	33%
Services	5,106,345	1,284,807	25%	4,762,989	1,146,869	24%
Materials, Supplies & Travel	2,385,471	319,685	13%	2,385,341	404,106	17%
Other Current Expenditures	0	560,894	%	0	613,881	%
New Jobs Training Program	4,189,724	371,767	9%	4,264,131	1,001,335	23%
Capital Outlay	1,462,989	494,415	34%	1,410,845	258,194	18%
<b>Total Direct Expense</b>	<b>17,324,435</b>	<b>4,280,919</b>	<b>25%</b>	<b>16,977,721</b>	<b>4,780,592</b>	<b>28%</b>
<b>Fund Balance Change</b>	<b>1,046,227</b>	<b>2,436,994</b>		<b>736,061</b>	<b>2,454,315</b>	

33% of Year

**WESTERN IOWA TECH COMMUNITY COLLEGE  
PLANT FUND INCOME STATEMENT  
FOR THE FOUR MONTH PERIOD ENDING OCTOBER 31, 2025**

	Current Year			Prior Year		
	FY2026 Budget	YTD Actual	% of Budget	FY2025 Budget	YTD Actual	% of Budget
<b>REVENUES</b>						
Property Taxes	\$ 2,400,000	\$ 1,212,209	51%	\$ 2,300,000	\$ 1,113,775	48%
Interest Income	315,000	69,695	22%	515,000	122,504	24%
Other Income	3,737,661	1,054,849	28%	5,766,567	1,001,670	17%
<b>Total Income</b>	<b>\$ 6,452,661</b>	<b>\$ 2,336,753</b>	<b>36%</b>	<b>\$ 8,581,567</b>	<b>\$ 2,237,949</b>	<b>26%</b>
<b>EXPENDITURES</b>						
Equipment	\$ 1,662,161	\$ 785,911	47%	\$ 1,366,842	\$ 455,704	33%
Buildings	2,500,000	731,752	29%	6,357,000	759,063	12%
Maintenance, Repairs & Supplie:	100,000	16,273	16%	100,000	14,382	14%
Structural Improvements	558,574	378,215	68%	1,191,368	592,702	50%
Professional Services	955,426	101,691	11%	907,875	102,967	11%
Interest/Debt Service	676,500	51,367	8%	676,850	54,800	8%
<b>Total Direct Expense</b>	<b>\$ 6,452,661</b>	<b>\$ 2,065,209</b>	<b>32%</b>	<b>\$ 10,599,935</b>	<b>\$ 1,979,618</b>	<b>19%</b>
<b>Fund Balance Change</b>	<b>\$ -</b>	<b>\$ 271,544</b>		<b>\$ (2,018,368)</b>	<b>\$ 258,331</b>	

33% of Year

Note: Interest budget amounts include principal payments of \$525,000 and \$515,000 for FY2026 and FY2025, respectively.  
Fund balance change for FY2025 reflects use of existing funds of \$2,018,368.

Western Iowa Tech Community College  
 Auxiliary Enterprises  
 For the Four Months Ending October 31, 2025

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	1,062,864	1,216,537	173,143	100	-	10,382	2,463,027	2,406,584
Miscellaneous	11,487	15,741	-	119,692	598,548	162,541	908,010	744,428
<b>Total Revenues</b>	<u>1,074,351</u>	<u>1,232,279</u>	<u>173,143</u>	<u>119,792</u>	<u>598,548</u>	<u>172,923</u>	<u>3,371,037</u>	<u>3,151,012</u>
<b>EXPENDITURES</b>								
Salaries & Related Costs	83,030	101,918	-	-	263,897	63,932	512,777	481,202
Service Expenditures	228,971	22,775	-	31,941	96,012	1,446	381,145	359,228
Materials & Supplies	9,878	2,776	13,254	38,816	238,640	26,222	329,585	171,038
Cost of Goods Sold	-	967,907	159,860	-	-	-	1,127,767	1,011,960
Utilities	74,803	-	-	-	-	-	74,803	82,190
Other Current Expenditures	222,076	59	-	-	-	4,011	226,146	250,470
<b>Total Expenditures</b>	<u>618,758</u>	<u>1,095,436</u>	<u>173,114</u>	<u>70,756</u>	<u>598,548</u>	<u>95,612</u>	<u>2,652,223</u>	<u>2,356,088</u>
<b>Fund Balance Change</b>	<u>455,593</u>	<u>136,843</u>	<u>29</u>	<u>49,036</u>	<u>0</u>	<u>77,312</u>	<u>718,814</u>	<u>794,924</u>
Prior Year	553,065	141,163	17,887	14,919	-	67,890	794,924	

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

WESTERN IOWA TECH COMMUNITY COLLEGE  
STATEMENT OF RECEIPTS AND DISBURSEMENTS  
OCTOBER 2025

	<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 (10/01/2025)</b>	\$12,538,492	\$7,036	\$392,075	\$7,077,244	\$17,655,793	\$37,670,641
<b>Receipts</b>	9,108,839	\$1,094,156	0	1,262,290	546,123	12,011,408
<b>TOTAL FUNDS AVAILABLE</b>	<u>\$21,647,331</u>	<u>\$1,101,192</u>	<u>\$392,075</u>	<u>\$8,339,534</u>	<u>\$18,201,916</u>	<u>49,682,049</u>
<b>DISBURSEMENTS</b>						
Board Report	\$8,329,151	\$1,094,171	\$0	\$0	\$549,506	\$9,972,829
Dorm Revenue Bond Payment						0
Transfers to Operating Fund				0		0
Approved Previous Meeting				207,088		207,088
<b>TOTAL DISBURSEMENTS</b>	<u>\$8,329,151</u>	<u>\$1,094,171</u>	<u>\$0</u>	<u>\$207,088</u>	<u>\$549,506</u>	<u>\$10,179,917</u>
<b>ENDING BALANCE (10/31/2025)</b>	<u>\$13,318,179</u>	<u>\$7,021</u>	<u>\$392,075</u>	<u>\$8,132,446</u>	<u>\$17,652,410</u>	<u>\$39,502,131</u>

WESTERN IOWA TECH COMMUNITY COLLEGE  
INVESTMENT STATUS  
OCTOBER 31, 2025

Investment	Bank	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Totals	Current Rate
Checking	Security National	539,877					539,877	0.00%
Interest Checking	Security National		7,021				7,021	3.75%
Repurchase Agreement	Security National	5,285,484					5,285,484	3.75%
Certificate of Deposit	Central Bank	1,228,932					1,228,932	4.18%
Money Market	Liberty National Bank	5,444,821					5,444,821	3.83%
Money Market	Liberty National Bank				7,547,326		7,547,326	3.83%
Checking	Cherokee State Bank	13,645					13,645	0.00%
Checking	Wells Fargo	21,776					21,776	1.00%
Checking	Wells Fargo				39,401	2,460,493	2,499,894	1.00%
Diversified Fund - Fixed Income ISJIT				392,075			392,075	4.14%
Repurchase Agreement	Security National				262,758	15,191,917	15,454,675	3.75%
Dorm Revenue Bond Funds	UMB Bank	783,644			282,961		1,066,605	4.01%
<b>Total Cash &amp; Investments</b>		<b>13,318,179</b>	<b>7,021</b>	<b>392,075</b>	<b>8,132,446</b>	<b>17,652,410</b>	<b>\$39,502,131</b>	<b>3.57%</b>
<b>Interest Earnings YTD</b>		<b>132,603</b>	<b>516</b>	<b>308</b>	<b>69,695</b>	<b>151,780</b>	<b>354,902</b>	

**NEW JOBS TRAINING PROGRAM  
PRINCIPAL & INTEREST PAYMENTS  
DECEMBER 2025**

ISSUE	PRINCIPAL	INTEREST	TOTAL		
2017-1 MULTIPLE		14,625.00	14,625.00		
2018-1 MULTIPLE		35,088.75	35,088.75		
2019-1 MULTIPLE		3,075.00	3,075.00		
2020-1 MULTIPLE		4,932.50	4,932.50		
2021-1 MULTIPLE		17,234.25	17,234.25		
2022-1 MULTIPLE		27,937.50	27,937.50		
2023-1 MULTIPLE		46,510.00	46,510.00		
2024-1 MULTIPLE		45,459.00	45,459.00		
<hr/>					
TOTAL NJTP	0.00	194,862.00	194,862.00	<b>\$194,862.00</b>	<b>HOUSE FILE</b>
<hr/>					
<b>OTHER PRINCIPAL &amp; INTEREST PAYMENTS DECEMBER 2025</b>					
DORM REV 2021	260,000.00	77,050.00	337,050.00 *		
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TOTAL OTHER	260,000.00	77,050.00	337,050.00	<b>337,050.00</b>	<b>PLANT</b>
<hr/>					
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<b>COMBINED TOTAL</b>	<b>\$260,000.00</b>	<b>\$271,912.00</b>	<b>\$531,912.00</b>		

\*UMB will be making the payments on the Dorm Rev Series 2021 on our behalf

## WESTERN IOWA TECH COMMUNITY COLLEGE

Bills to be approved at the board meeting November 10, 2025

October 2025

	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Total
Warrants	\$ 8,329,316.39	\$ 1,094,171.34			\$ 549,506.28	\$ 9,972,994.01
Cancelled warrants	(165.00)				-	\$ (165.00)
Subtotal	8,329,151.39	1,094,171.34	-	-	549,506.28	\$ 9,972,829.01
Estimated amount	\$ 1,195,000.00					\$ 1,195,000.00
Total	\$ 9,524,151.39	\$ 1,094,171.34	\$ -	\$ -	\$ 549,506.28	\$ 11,167,829.01

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
General & Auxiliary  
11/4/2025

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
10/9/2025	A-Ox Welding Supply Co Inc	\$260.23	BOOKS SPECIAL RESALE-SPON STU
10/2/2025	Sioux City Winnelson	\$721.23	BOOKS SPECIAL RESALE-SPON STU
10/2/2025	Sioux City Winnelson	\$1,058.46	BOOKS SPECIAL RESALE-SPON STU
10/2/2025	Sioux City Winnelson	\$1,058.46	BOOKS SPECIAL RESALE-SPON STU
10/2/2025	Sioux City Winnelson	\$1,412.73	BOOKS SPECIAL RESALE-SPON STU
10/2/2025	Sioux City Winnelson	\$1,644.41	BOOKS SPECIAL RESALE-SPON STU
10/2/2025	Sioux City Winnelson	\$2,204.60	BOOKS SPECIAL RESALE-SPON STU
10/2/2025	Sioux City Winnelson	\$1,058.46	BOOKS SPECIAL RESALE-SPON STU
10/9/2025	Sioux City Winnelson	\$1,058.46	BOOKS SPECIAL RESALE-SPON STU
10/9/2025	Sioux City Winnelson	\$1,058.46	BOOKS SPECIAL RESALE-SPON STU
10/23/2025	Sioux City Winnelson	\$1,080.06	BOOKS SPECIAL RESALE-SPON STU
10/30/2025	Sioux City Winnelson	\$1,029.56	BOOKS SPECIAL RESALE-SPON STU
10/30/2025	Sioux City Winnelson	\$1,029.56	BOOKS SPECIAL RESALE-SPON STU
10/18/2025	Wells Fargo Bank	\$1,873,074.80	CASH IN BANK-PAYROLL
10/23/2025	Frontier Communications	\$523.26	COMMUNICATION
10/23/2025	Frontier Communications	\$222.09	COMMUNICATION
10/9/2025	Iowa Communications Network	\$5,961.13	COMMUNICATION
10/9/2025	Qwest Corporation	\$454.62	COMMUNICATION
10/23/2025	Qwest Corporation	\$571.14	COMMUNICATION
10/23/2025	Burke Engineering Sales	\$1,123.00	CONSTRUCTION SUPPLIES
10/30/2025	Burke Engineering Sales	\$359.03	CONSTRUCTION SUPPLIES
10/23/2025	Dakwa Incorporated	\$73.20	CONSTRUCTION SUPPLIES
10/23/2025	Echo Group Inc	\$627.85	CONSTRUCTION SUPPLIES
10/23/2025	Echo Group Inc	\$128.70	CONSTRUCTION SUPPLIES
10/23/2025	Menards Inc	\$134.42	CONSTRUCTION SUPPLIES
10/23/2025	Menards Inc	\$618.88	CONSTRUCTION SUPPLIES
10/23/2025	Menards Inc	\$163.90	CONSTRUCTION SUPPLIES

10/23/2025	Menards Inc	\$32.93	CONSTRUCTION SUPPLIES
10/23/2025	Menards Inc	\$30.27	CONSTRUCTION SUPPLIES
10/30/2025	Menards Inc	\$107.45	CONSTRUCTION SUPPLIES
10/23/2025	Sherwin Williams	\$999.82	CONSTRUCTION SUPPLIES
10/23/2025	Sioux City Winnelson	\$293.25	CONSTRUCTION SUPPLIES
10/30/2025	Sioux City Winnelson	\$720.79	CONSTRUCTION SUPPLIES
10/2/2025	Juline S Albert	\$4,167.00	CONTRACTED SERVICES
10/2/2025	Juan D. Amaro	\$350.00	CONTRACTED SERVICES
10/2/2025	Juan D. Amaro	\$100.00	CONTRACTED SERVICES
10/9/2025	Juan D. Amaro	\$100.00	CONTRACTED SERVICES
10/23/2025	Juan D. Amaro	\$250.00	CONTRACTED SERVICES
10/23/2025	Juan D. Amaro	\$250.00	CONTRACTED SERVICES
10/30/2025	Juan D. Amaro	\$100.00	CONTRACTED SERVICES
10/23/2025	BankMobile Technologies Inc	\$14.60	CONTRACTED SERVICES
10/2/2025	Angela Bernard	\$150.00	CONTRACTED SERVICES
10/9/2025	Angela Bernard	\$50.00	CONTRACTED SERVICES
10/23/2025	Angela Bernard	\$150.00	CONTRACTED SERVICES
10/30/2025	Angela Bernard	\$50.00	CONTRACTED SERVICES
10/9/2025	Kabwe N. Bonfils	\$75.00	CONTRACTED SERVICES
10/23/2025	Bunkers Feed and Supply Inc	\$270.72	CONTRACTED SERVICES
10/30/2025	Champion Propane	\$80.00	CONTRACTED SERVICES
10/9/2025	CHN Garbage Service Inc	\$67.50	CONTRACTED SERVICES
10/30/2025	CHN Garbage Service Inc	\$67.50	CONTRACTED SERVICES
10/9/2025	Gabriele Corsino	\$75.00	CONTRACTED SERVICES
10/9/2025	Gabriele Corsino	\$75.00	CONTRACTED SERVICES
10/23/2025	Gabriele Corsino	\$75.00	CONTRACTED SERVICES
10/30/2025	Gabriele Corsino	\$75.00	CONTRACTED SERVICES
10/2/2025	Document Depot & Destruction	\$98.00	CONTRACTED SERVICES
10/30/2025	Document Depot & Destruction	\$49.00	CONTRACTED SERVICES
10/30/2025	English Estates Inc	\$2,518.76	CONTRACTED SERVICES
10/23/2025	Aaron D. Freeman	\$320.00	CONTRACTED SERVICES
10/2/2025	Ernesto Garcia	\$150.00	CONTRACTED SERVICES
10/9/2025	Russell Gifford	\$320.00	CONTRACTED SERVICES

10/9/2025	Gill Hauling Inc	\$5,841.46	CONTRACTED SERVICES
10/2/2025	Great Western Dining Service	\$20,997.50	CONTRACTED SERVICES
10/9/2025	Great Western Dining Service	\$24,602.50	CONTRACTED SERVICES
10/23/2025	Great Western Dining Service	\$21,319.60	CONTRACTED SERVICES
10/4/2025	HealthEquity Inc	\$87.50	CONTRACTED SERVICES
10/23/2025	High Point Networks LLC	\$2,484.00	CONTRACTED SERVICES
10/14/2025	IMKO Enterprises Inc	\$4,795.52	CONTRACTED SERVICES
10/14/2025	IMKO Enterprises Inc	\$58,209.26	CONTRACTED SERVICES
10/14/2025	IMKO Enterprises Inc	\$12,210.27	CONTRACTED SERVICES
10/23/2025	Iowa Community College Online	\$107,547.00	CONTRACTED SERVICES
10/30/2025	K&S Janitorial Services LLC	\$4,963.00	CONTRACTED SERVICES
10/2/2025	Alexandria Leach	\$44.00	CONTRACTED SERVICES
10/9/2025	Lindblom Services Inc	\$120.00	CONTRACTED SERVICES
10/23/2025	Lindblom Services Inc	\$640.00	CONTRACTED SERVICES
10/2/2025	Grace Linden	\$80.00	CONTRACTED SERVICES
10/9/2025	Isaiah J. Lloyd	\$225.00	CONTRACTED SERVICES
10/23/2025	Isaiah J. Lloyd	\$150.00	CONTRACTED SERVICES
10/30/2025	Isaiah J. Lloyd	\$75.00	CONTRACTED SERVICES
10/23/2025	LP Gill Inc	\$591.50	CONTRACTED SERVICES
10/30/2025	Monahan Professional Services	\$525.00	CONTRACTED SERVICES
10/23/2025	North Sioux City Holdings LLC	\$1,840.31	CONTRACTED SERVICES
10/30/2025	North Sioux City Holdings LLC	\$2,578.89	CONTRACTED SERVICES
10/2/2025	Plunketts Pest Control Inc	\$55.00	CONTRACTED SERVICES
10/23/2025	R&S Waste Disposal LLC	\$159.55	CONTRACTED SERVICES
10/23/2025	Red Line Recycling	\$175.00	CONTRACTED SERVICES
10/9/2025	Rentokil North America	\$1,816.11	CONTRACTED SERVICES
10/30/2025	Rentokil North America	\$55.47	CONTRACTED SERVICES
10/30/2025	Rentokil North America	\$52.47	CONTRACTED SERVICES
10/2/2025	Thomas M. Rice	\$1,200.00	CONTRACTED SERVICES
10/23/2025	Robert Ferrilli LLC	\$1,627.50	CONTRACTED SERVICES
10/23/2025	Robert Ferrilli LLC	\$3,202.50	CONTRACTED SERVICES
10/30/2025	Robert Ferrilli LLC	\$52.50	CONTRACTED SERVICES
10/2/2025	Hanah C. Runyon	\$100.00	CONTRACTED SERVICES

10/9/2025	Hanah C. Runyon	\$50.00	CONTRACTED SERVICES
10/23/2025	Hanah C. Runyon	\$100.00	CONTRACTED SERVICES
10/30/2025	Hanah C. Runyon	\$100.00	CONTRACTED SERVICES
10/18/2025	Leke Sahatqija	\$643.75	CONTRACTED SERVICES
10/30/2025	Sanitary Services Inc	\$278.40	CONTRACTED SERVICES
10/2/2025	Nikki Schuppan	\$205.00	CONTRACTED SERVICES
10/23/2025	Dennis R Semple	\$1,620.00	CONTRACTED SERVICES
10/23/2025	Sioux Commercial Sweeping Inc	\$1,200.00	CONTRACTED SERVICES
10/23/2025	Siouxland Certified Testing	\$189.00	CONTRACTED SERVICES
10/2/2025	Anna B. Sousa	\$75.00	CONTRACTED SERVICES
10/9/2025	Anna B. Sousa	\$75.00	CONTRACTED SERVICES
10/23/2025	Anna B. Sousa	\$75.00	CONTRACTED SERVICES
10/30/2025	Anna B. Sousa	\$75.00	CONTRACTED SERVICES
10/2/2025	Thompson Solutions Group	\$110.00	CONTRACTED SERVICES
10/30/2025	Thompson Solutions Group	\$1,034.86	CONTRACTED SERVICES
10/23/2025	Tri State Nursing Enterprises Inc	\$27,785.10	CONTRACTED SERVICES
10/23/2025	Vans Sanitation Inc	\$84.31	CONTRACTED SERVICES
10/30/2025	Mary Vaught	\$80.00	CONTRACTED SERVICES
10/2/2025	WageWorks Inc	\$127.50	CONTRACTED SERVICES
10/9/2025	Western Iowa Tech General	\$70.00	CONTRACTED SERVICES
10/2/2025	Rashard L. White	\$225.00	CONTRACTED SERVICES
10/23/2025	Rashard L. White	\$150.00	CONTRACTED SERVICES
10/30/2025	Rashard L. White	\$75.00	CONTRACTED SERVICES
10/9/2025	Alldata LLC	\$1,470.00	COURSE FEE EXPENSE
10/2/2025	Arnold Motor Supply LLP	\$11.24	COURSE FEE EXPENSE
10/9/2025	Arnold Motor Supply LLP	\$382.47	COURSE FEE EXPENSE
10/9/2025	Arnold Motor Supply LLP	\$90.49	COURSE FEE EXPENSE
10/23/2025	Arnold Motor Supply LLP	\$246.52	COURSE FEE EXPENSE
10/9/2025	Iowa Department of Education	\$450.00	COURSE FEE EXPENSE
10/23/2025	McGraw Hill LLC	\$5,040.00	COURSE FEE EXPENSE
10/30/2025	University of Iowa	\$2,715.00	COURSE FEE EXPENSE
10/30/2025	University of Iowa	\$3,105.00	COURSE FEE EXPENSE
10/30/2025	University of Iowa	\$7,365.00	COURSE FEE EXPENSE

10/2/2025	Viewpoint LLC	\$10,975.00	COURSE FEE EXPENSE
10/30/2025	Viewpoint LLC	\$1,475.00	COURSE FEE EXPENSE
10/9/2025	Western Iowa Tech General	\$1,050.00	COURSE FEE EXPENSE
10/23/2025	Western Iowa Tech Comm Ed	\$5,070.00	DEFERRED INCOME
10/30/2025	Western Iowa Tech Comm Ed	\$5,685.00	DEFERRED INCOME
10/23/2025	AFP Corp	\$2,625.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Ardel Bengtson	\$25.00	DUE FROM OTHERS-ASSET ACCOUNT
10/30/2025	Breathe Clean Dry Ice Blasting	\$1,800.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Coil US Buyer Inc	\$4,395.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Cummins Inc	\$1,490.72	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Cummins Inc	\$2,417.53	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Dunwell LLC	\$3,300.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Dunwell LLC	\$49,480.78	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	EDA Inc	\$20,822.50	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Ellucian Company LLC	\$30,633.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Fouk Brothers Plumbing &	\$8,816.28	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Fouk Brothers Plumbing &	\$6,743.38	DUE FROM OTHERS-ASSET ACCOUNT
10/30/2025	Fouk Brothers Plumbing &	\$1,081.25	DUE FROM OTHERS-ASSET ACCOUNT
10/30/2025	Fouk Brothers Plumbing &	\$115.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Barbara K. Gould	\$7.00	DUE FROM OTHERS-ASSET ACCOUNT
10/9/2025	High Point Networks LLC	\$38,762.00	DUE FROM OTHERS-ASSET ACCOUNT
10/9/2025	High Point Networks LLC	\$624.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	High Point Networks LLC	\$8,869.20	DUE FROM OTHERS-ASSET ACCOUNT
10/30/2025	High Point Networks LLC	\$28.80	DUE FROM OTHERS-ASSET ACCOUNT
10/2/2025	IdentiSys Inc	\$761.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Lady Boss Ventures LLC	\$175.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Lawler Fixture Company	\$100.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Lawler Fixture Company	\$524.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Edward Maier	\$160.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Roxie A. Maier	\$160.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Virginia L. Martin	\$7.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Becky McKenny	\$10.00	DUE FROM OTHERS-ASSET ACCOUNT
10/30/2025	Becky McKenny	\$35.00	DUE FROM OTHERS-ASSET ACCOUNT

10/30/2025	Bill McKenny	\$35.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Metro & Son Electric Inc	\$1,080.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Metro & Son Electric Inc	\$10,096.92	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Mid Iowa Refrigeration Inc	\$648.51	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Mid Iowa Refrigeration Inc	\$75.00	DUE FROM OTHERS-ASSET ACCOUNT
10/30/2025	Novelty Machine & Supply Co	\$2,043.09	DUE FROM OTHERS-ASSET ACCOUNT
10/9/2025	Charles L Schuett	\$2,025.00	DUE FROM OTHERS-ASSET ACCOUNT
10/9/2025	Shirley Schuett	\$2,025.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Helen A. Scott	\$22.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	ScriptPro USA Inc	\$1,376.50	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Dagna Simmons	\$35.00	DUE FROM OTHERS-ASSET ACCOUNT
10/2/2025	Thompson Solutions Group	\$42,579.78	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Underground Location Company	\$10.80	DUE FROM OTHERS-ASSET ACCOUNT
10/9/2025	Visual Edge IT Inc	\$312.76	DUE FROM OTHERS-ASSET ACCOUNT
10/14/2025	Roger Ward	\$95.00	DUE FROM OTHERS-ASSET ACCOUNT
10/23/2025	Vickie L. Washburn	\$7.00	DUE FROM OTHERS-ASSET ACCOUNT
10/27/2025	Western Iowa Tech 125 Plan	\$4,967.31	DUE FROM OTHERS-ASSET ACCOUNT
10/2/2025	Christy Abts	\$450.00	DUE FROM STUDENTS
10/2/2025	Bradely Anderson	\$1,859.00	DUE FROM STUDENTS
10/2/2025	Megan Arnold	\$1,000.00	DUE FROM STUDENTS
10/2/2025	Megan Arnold	\$826.00	DUE FROM STUDENTS
10/2/2025	Grace A. Ballard	\$3,578.00	DUE FROM STUDENTS
10/2/2025	Lisa Ann Bertrand	\$228.00	DUE FROM STUDENTS
10/9/2025	Mary Chieng	\$536.60	DUE FROM STUDENTS
10/2/2025	Alyssa M. Dowdy	\$548.50	DUE FROM STUDENTS
10/2/2025	Tom Easley	\$3,806.75	DUE FROM STUDENTS
10/2/2025	Steven Ekdom	\$3,226.25	DUE FROM STUDENTS
10/2/2025	Leeroy Franco	\$51.75	DUE FROM STUDENTS
10/2/2025	Eleanor Hanna-Dyb	\$1,500.50	DUE FROM STUDENTS
10/2/2025	Glenda Hausman	\$639.00	DUE FROM STUDENTS
10/30/2025	Aiden M. Kellen	\$200.00	DUE FROM STUDENTS
10/2/2025	Jason Klingensmith	\$2,424.50	DUE FROM STUDENTS
10/2/2025	Carson D. Kunze	\$639.00	DUE FROM STUDENTS

10/2/2025	Corey Larvick	\$444.25	DUE FROM STUDENTS
10/2/2025	Mike Leatherman	\$500.00	DUE FROM STUDENTS
10/2/2025	Ronald Lee Sr	\$1,065.00	DUE FROM STUDENTS
10/21/2025	Michael Manuel	\$123.00	DUE FROM STUDENTS
10/30/2025	Cynthia March	\$287.19	DUE FROM STUDENTS
10/2/2025	Lillian J. Miguda-Awich	\$46.75	DUE FROM STUDENTS
10/2/2025	Jill Muenchrath	\$574.25	DUE FROM STUDENTS
10/2/2025	Colette Nath	\$974.00	DUE FROM STUDENTS
10/2/2025	Monique Noteboom	\$123.50	DUE FROM STUDENTS
10/30/2025	Lisa Phansopha	\$398.00	DUE FROM STUDENTS
10/2/2025	Luis Rodriguez	\$232.25	DUE FROM STUDENTS
10/2/2025	Evamaria Secoske	\$3,910.25	DUE FROM STUDENTS
10/30/2025	Arazeli Vazquez	\$78.00	DUE FROM STUDENTS
10/2/2025	Darla Vonhaden	\$29.00	DUE FROM STUDENTS
10/2/2025	Gina West	\$250.00	DUE FROM STUDENTS
10/30/2025	Witcc	\$1,000.00	DUE FROM STUDENTS
10/30/2025	Witcc	\$1,000.00	DUE FROM STUDENTS
10/30/2025	Western Iowa Tech Classroom	\$1,009,395.23	DUE TO PLANT FUND
10/11/2025	Western Iowa Tech Plant Fund	\$200,000.00	DUE TO PLANT FUND
10/2/2025	Arnold Motor Supply LLP	\$15,145.00	EQUIPMENT - \$5000 AND OVER
10/2/2025	Laerdal Medical Corporation	\$5,648.00	EQUIPMENT - \$5000 AND OVER
10/9/2025	Laerdal Medical Corporation	\$10,827.00	EQUIPMENT - \$5000 AND OVER
10/9/2025	Laerdal Medical Corporation	\$6,038.00	EQUIPMENT - \$5000 AND OVER
10/9/2025	Midwest Technology Products	\$27,225.00	EQUIPMENT - \$5000 AND OVER
10/23/2025	Great Western Dining Service	\$1,198.45	GROUP MEETINGS AND WORKSHOPS
10/23/2025	Great Western Dining Service	\$687.70	GROUP MEETINGS AND WORKSHOPS
10/30/2025	Melfeena V. Kitilach	\$53.49	GROUP MEETINGS AND WORKSHOPS
10/18/2025	HealthEquity Inc	\$11,972.15	HSA Payable
10/11/2025	Kristupas Dzekcioras	\$200.00	INCOME CLEARING ACCOUNT
10/23/2025	Crawford County Broadcasting	\$494.67	INFO SERVICES/CLASSIFY ADS
10/9/2025	Stamats	\$23,333.33	INFO SERVICES/CLASSIFY ADS
10/9/2025	Storm Lake Times	\$200.00	INFO SERVICES/CLASSIFY ADS
10/9/2025	Insurance Management	\$450,000.00	INSURANCE

10/11/2025	BusinessSolverComInc	\$520,453.79	INSURANCE PREMIUMS PAYABLE
10/18/2025	Iowa Public Employees	\$139,490.24	IPERS TAX PAYABLE
10/2/2025	Eakes Inc	\$3,557.12	JANITOR MATERIALS AND SUPPLIES
10/2/2025	Eakes Inc	\$554.40	JANITOR MATERIALS AND SUPPLIES
10/9/2025	Eakes Inc	\$1,670.61	JANITOR MATERIALS AND SUPPLIES
10/9/2025	Eakes Inc	\$663.53	JANITOR MATERIALS AND SUPPLIES
10/23/2025	Eakes Inc	\$3,482.78	JANITOR MATERIALS AND SUPPLIES
10/23/2025	Eakes Inc	\$508.12	JANITOR MATERIALS AND SUPPLIES
10/23/2025	Eakes Inc	\$3,515.65	JANITOR MATERIALS AND SUPPLIES
10/30/2025	Eakes Inc	\$2,299.58	JANITOR MATERIALS AND SUPPLIES
10/30/2025	Eakes Inc	\$817.56	JANITOR MATERIALS AND SUPPLIES
10/23/2025	Ricks Computers Inc	\$412.50	MAINT & REPAIR-SU EQUIP
10/23/2025	ARR Roofing of Iowa LLC	\$1,449.31	MAINT AND REPAIR BUILDINGS
10/23/2025	Elder Joel Ortiz Ramirez	\$5,040.00	MAINT AND REPAIR BUILDINGS
10/23/2025	Elder Joel Ortiz Ramirez	\$14,670.00	MAINT AND REPAIR BUILDINGS
10/30/2025	Global Glass & Glazing LLC	\$845.00	MAINT AND REPAIR BUILDINGS
10/23/2025	Metro & Son Electric Inc	\$3,253.45	MAINT AND REPAIR BUILDINGS
10/23/2025	Metro & Son Electric Inc	\$65,679.68	MAINT AND REPAIR BUILDINGS
10/30/2025	Metro & Son Electric Inc	\$5,907.58	MAINT AND REPAIR BUILDINGS
10/30/2025	Metro & Son Electric Inc	\$610.59	MAINT AND REPAIR BUILDINGS
10/23/2025	Mikes Sioux City Carpet	\$801.50	MAINT AND REPAIR BUILDINGS
10/23/2025	Mikes Sioux City Carpet	\$12,975.36	MAINT AND REPAIR BUILDINGS
10/23/2025	Mikes Sioux City Carpet	\$125.00	MAINT AND REPAIR BUILDINGS
10/30/2025	Mikes Sioux City Carpet	\$2,762.25	MAINT AND REPAIR BUILDINGS
10/30/2025	Mikes Sioux City Carpet	\$12,975.36	MAINT AND REPAIR BUILDINGS
10/23/2025	Pella Gateway LLC	\$418.06	MAINT AND REPAIR BUILDINGS
10/23/2025	Van Osdel Plastering & Drywall	\$3,530.00	MAINT AND REPAIR BUILDINGS
10/23/2025	Van Osdel Plastering & Drywall	\$57,931.00	MAINT AND REPAIR BUILDINGS
10/23/2025	Thompson Solutions Group	\$12,000.00	MAINT AND REPAIR BUILDINGS
10/2/2025	Convergint Technologies LLC	\$1,100.64	MAINT AND REPAIR EQUIPMENT
10/9/2025	Convergint Technologies LLC	\$320.50	MAINT AND REPAIR EQUIPMENT
10/23/2025	Drain Specialists Inc	\$2,000.00	MAINT AND REPAIR EQUIPMENT
10/30/2025	Drain Specialists Inc	\$100.00	MAINT AND REPAIR EQUIPMENT

10/2/2025	Eakes Inc	\$267.87	MAINT AND REPAIR EQUIPMENT
10/23/2025	Eakes Inc	\$455.19	MAINT AND REPAIR EQUIPMENT
10/30/2025	Eakes Inc	\$507.50	MAINT AND REPAIR EQUIPMENT
10/23/2025	Fouk Brothers Plumbing &	\$1,683.11	MAINT AND REPAIR EQUIPMENT
10/23/2025	Fouk Brothers Plumbing &	\$105.00	MAINT AND REPAIR EQUIPMENT
10/30/2025	Fouk Brothers Plumbing &	\$205.00	MAINT AND REPAIR EQUIPMENT
10/30/2025	Fouk Brothers Plumbing &	\$2,188.75	MAINT AND REPAIR EQUIPMENT
10/2/2025	GreatAmerica Financial Services	\$456.40	MAINT AND REPAIR EQUIPMENT
10/30/2025	GreatAmerica Financial Services	\$456.40	MAINT AND REPAIR EQUIPMENT
10/30/2025	GreatAmerica Financial Services	\$3,109.41	MAINT AND REPAIR EQUIPMENT
10/23/2025	Iowa Department of Inspections	\$1,200.00	MAINT AND REPAIR EQUIPMENT
10/23/2025	Luesebrink Clifford Construction	\$220.00	MAINT AND REPAIR EQUIPMENT
10/30/2025	Riekes Equipment	\$114.07	MAINT AND REPAIR EQUIPMENT
10/9/2025	Robert Baker	\$470.00	MAINTENANCE GROUNDS
10/23/2025	Edward Dandurand	\$6,900.00	MAINTENANCE GROUNDS
10/23/2025	Kovarna Bros Lawn	\$250.00	MAINTENANCE GROUNDS
10/23/2025	Kovarna Bros Lawn	\$398.00	MAINTENANCE GROUNDS
10/23/2025	Paulsen Midwest Landscaping	\$18,575.00	MAINTENANCE GROUNDS
10/23/2025	Sir Lines-A-Lot, LLC	\$4,125.00	MAINTENANCE GROUNDS
10/23/2025	Bomgaars Supply Inc	\$1,277.28	MATERIALS AND SUPPLIES
10/23/2025	Bomgaars Supply Inc	\$17.16	MATERIALS AND SUPPLIES
10/23/2025	Bomgaars Supply Inc	\$134.95	MATERIALS AND SUPPLIES
10/30/2025	Bomgaars Supply Inc	\$43.73	MATERIALS AND SUPPLIES
10/2/2025	BSN Sports LLC	\$1,070.17	MATERIALS AND SUPPLIES
10/9/2025	BSN Sports LLC	\$1,911.60	MATERIALS AND SUPPLIES
10/9/2025	BSN Sports LLC	(\$200.00)	MATERIALS AND SUPPLIES
10/23/2025	BSN Sports LLC	\$5,866.56	MATERIALS AND SUPPLIES
10/23/2025	BSN Sports LLC	\$1,464.48	MATERIALS AND SUPPLIES
10/23/2025	BSN Sports LLC	\$2,313.36	MATERIALS AND SUPPLIES
10/30/2025	Community Action Agency of	\$388.32	MATERIALS AND SUPPLIES
10/30/2025	Community Action Agency of	\$193.71	MATERIALS AND SUPPLIES
10/2/2025	Frehse Manufacturing	\$657.00	MATERIALS AND SUPPLIES
10/23/2025	Iowa Office Supply Inc	\$216.00	MATERIALS AND SUPPLIES

10/2/2025	Leading Edge Group LLC	\$296.71	MATERIALS AND SUPPLIES
10/23/2025	Randi Mackey	\$273.14	MATERIALS AND SUPPLIES
10/23/2025	Omaha Paper Company	\$665.32	MATERIALS AND SUPPLIES
10/9/2025	Sysco Lincoln	\$2,845.38	MATERIALS AND SUPPLIES
10/23/2025	Sysco Lincoln	\$859.46	MATERIALS AND SUPPLIES
10/2/2025	Veel Hoeden Consulting LLC	\$4,000.00	MATERIALS AND SUPPLIES
10/23/2025	Veel Hoeden Consulting LLC	\$2,000.00	MATERIALS AND SUPPLIES
10/30/2025	Visual Edge IT Inc	\$110.99	MATERIALS AND SUPPLIES
10/2/2025	Western Iowa Tech Petty Cash	\$75.00	MATERIALS AND SUPPLIES
10/23/2025	Higher Learning Commission	\$8,000.00	MEMBERSHIP
10/23/2025	Iowa Department of Natural Water Supply Engineering	\$115.00	MEMBERSHIP
10/30/2025	Rotary International Cherokee	\$108.00	MEMBERSHIP
10/2/2025	Rotary Intl	\$150.00	MEMBERSHIP
10/23/2025	Scorekeepers Music Inc	\$1,500.00	MEMBERSHIP
10/9/2025	Western Iowa Tech General	\$1,700.00	MEMBERSHIP
10/23/2025	Fouk Brothers Plumbing &	\$1,130.22	NON-CAPITAL EXP & EQUIP <5000
10/23/2025	Iowa Office Supply Inc	\$12,634.70	NON-CAPITAL EXP & EQUIP <5000
10/23/2025	Iowa Office Supply Inc	\$41,142.60	NON-CAPITAL EXP & EQUIP <5000
10/2/2025	Laerdal Medical Corporation	\$2,628.00	NON-CAPITAL EXP & EQUIP <5000
10/30/2025	Lawler Fixture Company	\$4,760.75	NON-CAPITAL EXP & EQUIP <5000
10/23/2025	Linde Gas & Equipment	\$14,292.80	NON-CAPITAL EXP & EQUIP <5000
10/23/2025	Metro & Son Electric Inc	\$24,870.73	NON-CAPITAL EXP & EQUIP <5000
10/2/2025	Midwest Technology Products	\$4,885.00	NON-CAPITAL EXP & EQUIP <5000
10/9/2025	Midwest Technology Products	\$4,440.00	NON-CAPITAL EXP & EQUIP <5000
10/23/2025	Midwest Technology Products	\$3,517.00	NON-CAPITAL EXP & EQUIP <5000
10/23/2025	Midwest Technology Products	\$11,896.00	NON-CAPITAL EXP & EQUIP <5000
10/18/2025	Collection Services Center	\$152.40	OTHER EMPLOYEE PR DEDUCTIONS
10/27/2025	Friends Of FM 90	\$64.50	OTHER EMPLOYEE PR DEDUCTIONS
10/27/2025	Nebraska Child Support	\$128.00	OTHER EMPLOYEE PR DEDUCTIONS
10/27/2025	United Way of Siouxland Inc	\$616.34	OTHER EMPLOYEE PR DEDUCTIONS
10/27/2025	Western Iowa Tech Agency	\$25.00	OTHER EMPLOYEE PR DEDUCTIONS
10/27/2025	Western Iowa Tech Foundation	\$1,671.43	OTHER EMPLOYEE PR DEDUCTIONS

10/27/2025	Western Iowa Tech GF	\$100.00	OTHER EMPLOYEE PR DEDUCTIONS
10/27/2025	Winnebago Tribe of Nebraska	\$626.78	OTHER EMPLOYEE PR DEDUCTIONS
10/2/2025	APH Stores Inc	\$438.65	OTHER MATERIALS AND SUPPLIES
10/9/2025	APH Stores Inc	\$459.71	OTHER MATERIALS AND SUPPLIES
10/23/2025	APH Stores Inc	\$1,308.71	OTHER MATERIALS AND SUPPLIES
10/23/2025	APH Stores Inc	\$1,204.04	OTHER MATERIALS AND SUPPLIES
10/23/2025	APH Stores Inc	\$1,285.03	OTHER MATERIALS AND SUPPLIES
10/2/2025	Arnold Motor Supply LLP	\$537.02	OTHER MATERIALS AND SUPPLIES
10/23/2025	Arnold Motor Supply LLP	\$268.93	OTHER MATERIALS AND SUPPLIES
10/23/2025	Arnold Motor Supply LLP	\$368.80	OTHER MATERIALS AND SUPPLIES
10/23/2025	Arnold Motor Supply LLP	\$262.68	OTHER MATERIALS AND SUPPLIES
10/9/2025	OReilly Auto Parts	\$314.06	OTHER MATERIALS AND SUPPLIES
10/23/2025	OReilly Auto Parts	\$1,041.43	OTHER MATERIALS AND SUPPLIES
10/23/2025	Quadient Finance Usa, Inc.	\$272.10	POSTAGE
10/4/2025	UPS	\$222.06	POSTAGE
10/11/2025	UPS	\$80.70	POSTAGE
10/11/2025	UPS	\$61.99	POSTAGE
10/18/2025	UPS	\$44.16	POSTAGE
10/9/2025	US Postal Service	\$370.00	POSTAGE
10/23/2025	City of Sioux City Finance Department	\$556.75	PRINTING & REPRODUCTION SVC
10/23/2025	Nrs, LLC	\$440.00	PRINTING & REPRODUCTION SVC
10/9/2025	Record Printing & Copy Center	\$1,012.00	PRINTING & REPRODUCTION SVC
10/23/2025	Simplified Entertainment Inc.	\$5,000.00	PRINTING & REPRODUCTION SVC
10/9/2025	Ahlers & Cooney PC	\$990.00	PROFESSIONAL SERVICES
10/30/2025	Ahlers & Cooney PC	\$438.00	PROFESSIONAL SERVICES
10/2/2025	Blank Rome Llp	\$1,187.45	PROFESSIONAL SERVICES
10/23/2025	Dentons Davis Brown PC	\$81,055.84	PROFESSIONAL SERVICES
10/30/2025	Siouxland Lock & Key	\$100.00	PROFESSIONAL SERVICES
10/9/2025	Wm Bass Advertising &	\$625.00	PROFESSIONAL SERVICES
10/4/2025	Wells Fargo Bank	\$480,231.85	PURCHASE CARD CHECKING
10/2/2025	Hawthorne Global Aviation	\$3,200.00	RENTED BUILDINGS & FACILITIES
10/30/2025	CSC ServiceWorks Inc	\$7,500.00	RENTED EQUIPMENT

10/23/2025	Artisans, Inc	\$377.71	RESALE PURCHASES
10/23/2025	Cambridge University Press	\$8,879.38	RESALE PURCHASES
10/23/2025	Cengage Learning Inc	\$2,180.73	RESALE PURCHASES
10/23/2025	Chesterman Company	\$2,483.49	RESALE PURCHASES
10/23/2025	City of Sioux City Finance Department	\$1,260.00	RESALE PURCHASES
10/9/2025	Core Mark Midcontinent Inc	\$1,477.73	RESALE PURCHASES
10/23/2025	Core Mark Midcontinent Inc	\$1,067.37	RESALE PURCHASES
10/30/2025	Core Mark Midcontinent Inc	\$909.19	RESALE PURCHASES
10/30/2025	GKSB Enterprises LLC	\$950.49	RESALE PURCHASES
10/9/2025	Iowa Community College Online	\$700.00	RESALE PURCHASES
10/23/2025	Iowa Community College Online	\$179,513.95	RESALE PURCHASES
10/2/2025	Lady Boss Ventures LLC	\$1,158.19	RESALE PURCHASES
10/23/2025	Lady Boss Ventures LLC	\$1,353.98	RESALE PURCHASES
10/23/2025	Matthews Book Company	\$117.75	RESALE PURCHASES
10/30/2025	Mv Corp., Inc.	\$3,824.77	RESALE PURCHASES
10/23/2025	Roaring Spring Blank Book Co	\$2,803.20	RESALE PURCHASES
10/2/2025	Snap on Incorporated	\$2.38	RESALE PURCHASES
10/2/2025	Snap on Incorporated	\$96.12	RESALE PURCHASES
10/2/2025	Snap on Incorporated	\$9.35	RESALE PURCHASES
10/2/2025	Snap on Incorporated	\$512.27	RESALE PURCHASES
10/2/2025	Snap on Incorporated	\$1,946.48	RESALE PURCHASES
10/23/2025	Tri Five LLC	\$975.01	RESALE PURCHASES
10/23/2025	Western Iowa Tech General	\$15,300.00	SCHOLARSHIPS
10/30/2025	Western Iowa Tech General	\$1,690.00	SCHOLARSHIPS
10/30/2025	Western Iowa Tech General	\$2,628.00	SCHOLARSHIPS
10/30/2025	Western Iowa Tech General	\$16,904.00	SCHOLARSHIPS
10/30/2025	Western Iowa Tech General	\$2,628.00	SCHOLARSHIPS
10/30/2025	Western Iowa Tech General	\$5,280.00	SCHOLARSHIPS
10/14/2025	Younglove Construction	\$500.00	SPONSORED BILLING RECEIVABLE
10/2/2025	Karen V. Arredondo Bedoya	\$250.00	STUDENT DEPOSITS
10/21/2025	Michael Manuel	\$196.50	STUDENT DEPOSITS
10/2/2025	Bruno Repolho	\$250.00	STUDENT DEPOSITS

10/14/2025	Laura Schroeder	\$250.00	STUDENT DEPOSITS
10/14/2025	Joao Trigueiro	\$250.00	STUDENT DEPOSITS
10/2/2025	Aubrianna Weatherspoon	\$250.00	STUDENT DEPOSITS
10/30/2025	Mary Anderson	\$46.00	STUDENT TRAVEL
10/30/2025	Charleen Ashmore	\$46.00	STUDENT TRAVEL
10/30/2025	Janet S. Black	\$46.00	STUDENT TRAVEL
10/30/2025	Jeanette Bobeen	\$46.00	STUDENT TRAVEL
10/30/2025	Karen A. Bonner	\$46.00	STUDENT TRAVEL
10/30/2025	Susan A. Brandt	\$46.00	STUDENT TRAVEL
10/30/2025	Barbara Christenson	\$46.00	STUDENT TRAVEL
10/30/2025	Marlene K. Colt	\$46.00	STUDENT TRAVEL
10/30/2025	Lynn M. Doxtad	\$46.00	STUDENT TRAVEL
10/30/2025	Roxanne L. Ellis	\$46.00	STUDENT TRAVEL
10/30/2025	Chrissy M. Fahey	\$46.00	STUDENT TRAVEL
10/30/2025	Lanette K. Falk	\$46.00	STUDENT TRAVEL
10/30/2025	Janice Galli	\$46.00	STUDENT TRAVEL
10/30/2025	Robert E. Gillespie	\$46.00	STUDENT TRAVEL
10/30/2025	Michealene Goosmann	\$46.00	STUDENT TRAVEL
10/30/2025	Frank L. Greenley	\$46.00	STUDENT TRAVEL
10/30/2025	Sandy Gustafson	\$46.00	STUDENT TRAVEL
10/30/2025	Julie Heckart	\$46.00	STUDENT TRAVEL
10/30/2025	Joanne Keane	\$46.00	STUDENT TRAVEL
10/30/2025	Kevin A. Keane	\$46.00	STUDENT TRAVEL
10/30/2025	Sheri L. Kortum	\$46.00	STUDENT TRAVEL
10/30/2025	Terry A. Kortum	\$46.00	STUDENT TRAVEL
10/30/2025	Shannon L. Maier	\$46.00	STUDENT TRAVEL
10/30/2025	Lori K. McClaren	\$46.00	STUDENT TRAVEL
10/30/2025	Christine A. Olsen	\$46.00	STUDENT TRAVEL
10/23/2025	Sue A. Owens	\$632.73	STUDENT TRAVEL
10/30/2025	Jeffrey D. Pilgrim	\$46.00	STUDENT TRAVEL
10/30/2025	Rose A. Pilgrim	\$46.00	STUDENT TRAVEL
10/30/2025	Lila Plambeck	\$46.00	STUDENT TRAVEL
10/30/2025	Dean Reynolds	\$46.00	STUDENT TRAVEL

10/30/2025	Jan Reynolds	\$46.00	STUDENT TRAVEL
10/30/2025	Elizabeth A. Sanders	\$46.00	STUDENT TRAVEL
10/30/2025	Thomas W. Schoening	\$46.00	STUDENT TRAVEL
10/2/2025	Security National Bank	\$2,000.00	STUDENT TRAVEL
10/30/2025	Barbara Stolle	\$46.00	STUDENT TRAVEL
10/30/2025	Gerrit Van Bruggen	\$46.00	STUDENT TRAVEL
10/30/2025	Vera J. Van Bruggen	\$46.00	STUDENT TRAVEL
10/30/2025	Rose Zediker	\$46.00	STUDENT TRAVEL
10/9/2025	Boys & Girls Clubs of Siouxland	\$99.00	STUDENT WORK STUDY FEDERAL
10/23/2025	Boys & Girls Clubs of Siouxland	\$33.33	STUDENT WORK STUDY FEDERAL
10/23/2025	Eventide	\$734.25	STUDENT WORK STUDY FEDERAL
10/18/2025	Teachers Insurance & Annuity	\$107,674.57	TIAA-CREF PAYABLE
10/23/2025	Francis Arpan	\$293.28	TRAVEL IN STATE
10/30/2025	Francis Arpan	\$274.56	TRAVEL IN STATE
10/30/2025	Curt A. Brodsky	\$308.88	TRAVEL IN STATE
10/2/2025	Nick Demke	\$109.72	TRAVEL IN STATE
10/30/2025	Nick Demke	\$496.08	TRAVEL IN STATE
10/23/2025	Rex K. Hawkins	\$139.36	TRAVEL IN STATE
10/23/2025	Bret A. Hayworth	\$46.28	TRAVEL IN STATE
10/23/2025	Kyle R. Hueser	\$123.76	TRAVEL IN STATE
10/2/2025	Troy A Jasman	\$208.00	TRAVEL IN STATE
10/9/2025	Darin Moeller	\$413.92	TRAVEL IN STATE
10/2/2025	Terry A. Murrell	\$496.96	TRAVEL IN STATE
10/23/2025	Cory R Schmadeke	\$126.88	TRAVEL IN STATE
10/23/2025	Brandy L. TenHulzen	\$215.50	TRAVEL IN STATE
10/9/2025	Mut O. Toang	\$52.00	TRAVEL IN STATE
10/23/2025	Mut O. Toang	\$80.08	TRAVEL IN STATE
10/23/2025	Rod E Tondreau	\$529.70	TRAVEL IN STATE
10/2/2025	Brandon P. Treft	\$321.22	TRAVEL IN STATE
10/23/2025	Steven Garcia	\$92.56	TRAVEL OUT OF STATE
10/18/2025	Voya Retirement Insurance and	\$12,489.45	TSA PAYABLE
10/18/2025	Iowa Workforce Development	\$115.41	UNEMPLOYMENT COMPENSATION
10/2/2025	Berkshire Hathaway Energy	\$5,298.04	UTILITIES

10/9/2025	Berkshire Hathaway Energy	\$83,886.58	UTILITIES
10/9/2025	Berkshire Hathaway Energy	\$393.48	UTILITIES
10/9/2025	Berkshire Hathaway Energy	\$149.99	UTILITIES
10/23/2025	Berkshire Hathaway Energy	\$2,398.41	UTILITIES
10/23/2025	Black Hills Utility Holding	\$73.02	UTILITIES
10/23/2025	City Of Cherokee	\$708.13	UTILITIES
10/23/2025	City of Le Mars	\$87.29	UTILITIES
10/23/2025	City Of Mapleton	\$159.32	UTILITIES
10/2/2025	City of Sioux City	\$708.42	UTILITIES
10/2/2025	City of Sioux City	\$1,060.86	UTILITIES
10/2/2025	City of Sioux City	\$360.12	UTILITIES
10/2/2025	City of Sioux City	\$264.00	UTILITIES
10/2/2025	City of Sioux City	\$107.15	UTILITIES
10/2/2025	City of Sioux City	\$281.91	UTILITIES
10/2/2025	City of Sioux City	\$338.76	UTILITIES
10/2/2025	City of Sioux City	\$189.24	UTILITIES
10/2/2025	City of Sioux City	\$96.18	UTILITIES
10/2/2025	City of Sioux City	\$41.66	UTILITIES
10/2/2025	City of Sioux City	\$1,847.28	UTILITIES
10/2/2025	City of Sioux City	\$590.94	UTILITIES
10/2/2025	City of Sioux City	\$1,876.02	UTILITIES
10/2/2025	City of Sioux City	\$317.40	UTILITIES
10/2/2025	City of Sioux City	\$1,757.82	UTILITIES
10/23/2025	City of Sioux City	\$4,419.75	UTILITIES
10/23/2025	Constellation Energy	\$18,664.22	UTILITIES
10/23/2025	Denison Municipal Utilities	\$2,434.99	UTILITIES
10/2/2025	Evertex Inc	\$875.00	UTILITIES
10/23/2025	Sapp Bros Inc	\$1,056.03	UTILITIES
10/9/2025	Woodbury County Rural Electric	\$3,658.39	UTILITIES
10/23/2025	City of Sioux City	\$58.54	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	City of Sioux City	\$165.27	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	City of Sioux City	\$915.94	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	City of Sioux City	\$70.36	VEHICLES-MATERIALS & SUPPLIES

10/23/2025	City of Sioux City	\$3,787.22	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	City of Sioux City	\$2,882.25	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	City of Sioux City	\$363.09	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	City of Sioux City	\$116.30	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	City of Sioux City	\$23.40	VEHICLES-MATERIALS & SUPPLIES
10/30/2025	D&L Equipment	\$149.90	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	Heartland Tire, Inc	\$1,073.72	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	Heartland Tire, Inc	\$284.13	VEHICLES-MATERIALS & SUPPLIES
10/23/2025	Heavy Metal Repair LLC	\$3,472.65	VEHICLES-MATERIALS & SUPPLIES
10/30/2025	Marx Truck Trailer Sales Inc	\$13.13	VEHICLES-MATERIALS & SUPPLIES
10/4/2025	Customers Bank	\$1,554,861.03	WITCC ONECARD PAYABLE
10/4/2025	Customers Bank	\$49,382.45	WITCC ONECARD PAYABLE
10/11/2025	Customers Bank	\$77,684.87	WITCC ONECARD PAYABLE
10/11/2025	Customers Bank	\$24,263.25	WITCC ONECARD PAYABLE
10/18/2025	Customers Bank	\$89,492.82	WITCC ONECARD PAYABLE
		<u>\$8,329,316.39</u>	

Western Iowa Tech Community College  
Canceled Warrants Using Check Date  
General & Auxiliary  
11/4/2025

CHK DATE	VENDOR NAME	CHK AMOUNT	DESCRIPTION
8/21/2025	Growmark Inc	\$55.95	VEHICLES-MATERIALS & SUPPLIES
8/6/2021	Thien Nguyen	\$109.05	DUE FROM STUDENTS
		<u>\$165.00</u>	

**WESTERN IOWA TECH COMMUNITY COLLEGE**

**Bills to be approved at the board meeting November 10, 2025**

**GENERAL FUND**

**Estimated for the month of November**

<b>Federal tax</b>	<b>\$</b>	<b>147,000.00</b>
<b>State tax</b>	<b>\$</b>	<b>42,000.00</b>
<b>FICA</b>	<b>\$</b>	<b>255,000.00</b>
<b>Insurance</b>	<b>\$</b>	<b>504,000.00</b>
<b>IPERS</b>	<b>\$</b>	<b>140,000.00</b>
<b>TIAA-CREF</b>	<b>\$</b>	<b>107,000.00</b>
<b>Total</b>	<b>\$</b>	<b><u>1,195,000.00</u></b>

Western Iowa Tech Community College  
Board Approval Voucher Detail Report  
Special Federal  
11/4/2025

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
10/4/2025	Western Iowa Tech General	\$15.00	OTHER FEDERAL
10/4/2025	Western Iowa Tech General	\$3,505.00	OTHER FEDERAL
10/4/2025	Western Iowa Tech General	\$1,049.00	OTHER FEDERAL
10/11/2025	Western Iowa Tech General	\$931.33	OTHER FEDERAL
10/11/2025	Western Iowa Tech General	\$34,492.71	OTHER FEDERAL
10/11/2025	Western Iowa Tech General	\$1,008,169.17	OTHER FEDERAL
10/11/2025	Western Iowa Tech General	\$9,807.30	OTHER FEDERAL
10/18/2025	Western Iowa Tech General	\$2,113.00	OTHER FEDERAL
10/18/2025	Western Iowa Tech General	\$258.00	OTHER FEDERAL
10/11/2025	Western Iowa Tech General	\$33,830.83	SCHOLARSHIPS
		<u>\$1,094,171.34</u>	

Western Iowa Tech Community College  
Board Approval Voucher Detail Report

House File

11/4/2025

CHECK DATE	VENDOR NAME	AMOUNT	DESCRIPTION
10/14/2025	Western Iowa Tech General	\$1,039.58	DUE TO GENERAL FUND
10/28/2025	Lopez Foods Inc	\$10,037.99	HOUSE FILE WITHHOLDING INCOME
10/25/2025	Security National Bank	\$7,512.10	SNB INVEST
10/25/2025	Security National Bank	\$18,864.00	SNB INVEST
10/25/2025	Security National Bank	\$10,053.46	SNB INVEST
10/25/2025	Security National Bank	\$170,141.62	SNB INVEST
10/25/2025	Security National Bank	\$29,294.00	SNB INVEST
10/25/2025	Security National Bank	\$43,240.44	SNB INVEST
10/25/2025	Security National Bank	\$9,046.00	SNB INVEST
10/25/2025	Security National Bank	\$13,382.00	SNB INVEST
10/25/2025	Security National Bank	\$32,950.78	SNB INVEST
10/7/2025	American Pop Corn Company	\$5,000.00	TRAINING EXPENSE
10/14/2025	Seaboard Triumph Foods LLC	\$25,105.44	TRAINING EXPENSE
10/14/2025	Seaboard Triumph Foods LLC	\$54,907.35	TRAINING EXPENSE
10/14/2025	Tri Rinse Inc	\$9,428.52	TRAINING EXPENSE
10/14/2025	Wells Enterprises Inc	\$66,000.00	TRAINING EXPENSE
10/7/2025	Western Iowa Tech Comm Ed	\$1,150.00	TRAINING EXPENSE
10/14/2025	Western Iowa Tech Comm Ed	\$5,800.00	TRAINING EXPENSE
10/21/2025	Western Iowa Tech Comm Ed	\$13,083.00	TRAINING EXPENSE
10/28/2025	Western Iowa Tech Comm Ed	\$23,470.00	TRAINING EXPENSE
		\$549,506.28	

PERSONNEL REPORT  
Regular Appointments  
November 10, 2025

**I. INSTRUCTIONAL STAFF**

No personnel change.

**II. ADMINISTRATIVE STAFF**

- A. **LaShawna Dean** has submitted her voluntary resignation as Student Advocacy and Retention Coordinator effective November 7, 2025. She is to be paid for all time worked through that date and for all earned and unused vacation.
- B. It is recommended that **Ryley M. Nelson** be selected for the position as Recruitment Specialist effective November 19, 2025, at an annual salary of \$48,993, grade 6, administrative position. This is a previously authorized position, vacant due to resignation, eligible for full time benefits.

**III. SUPPORT STAFF**

No personnel change.

**IV. TEMPORARY STAFF**

- A. It is recommended that the hourly wage for temporary Work Study and all other student workers be increased effective November 16, 2025, to:
  - \$11.00 per hour for Safety Officers, Tutors, and IT, Audio and Video Technician positions currently at \$10.00.
  - \$10.00 per hour for all other student and work study positions at WITCC currently at \$9.00.
  - \$12.00 per hour maximum for work study positions at outside agencies currently at \$11.00.
- B. 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)

November 10, 2025

<b>NAME</b>	<b>DEPARTMENT OR COURSE # - SECT</b>	<b>APPOINTMENT</b>	<b>FROM</b>	<b>THROUGH</b>	<b>APPT \$/HR</b>	<b>SALARY</b>
Badar, Heather	PNN-625	Adjunct Instructor	09/10/25	11/17/25		\$ 602.41
Baker, Barb	ABE	Instructor	10/27/25	08/15/26	\$23.55	Time Entry
Bell, Timothy	Police Science	Adjunct Instructor	08/25/25	06/30/26		\$ 664.00
Folk, Larry	EMS	Adjunct Instructor	10/08/25	06/30/26	\$41.50	Time Entry
Gonzalez Hernandez, CLC		Peer Tutor	10/27/25	05/08/26	\$10.00	Time Entry
Lange, Megan	EMS	Adjunct Instructor	10/28/25	06/30/26	\$41.50	Time Entry
Osprey, Connor	Athletics	Student Worker	11/03/25	05/08/26	\$ 9.00	Time Entry
Scott, David	SDV-292-01	Adjunct Instructor	10/18/25	12/22/25		\$ 881.88
Scott, Isaac	Athletics	Student Worker	09/01/25	05/08/26	\$ 9.00	Time Entry
Stahle, Jack	Athletics	Student Worker	09/09/25	05/08/26	\$ 9.00	Time Entry
Sudria, Terry	EMS-541-01	OJT	10/03/25	12/22/25		\$ 1,440.00
Zamora, Carlos	Auto Tech	Adjunct Instructor	10/24/25	11/07/25	\$41.50	Time Sheet
Zamora, Selena	Recruitment	Work Study	10/14/25	05/08/26	\$ 9.00	Time Entry



## INNOVATION CENTER

The City of Sioux City, Western Iowa Tech Community College, Siouxland Public Media and Iowa's West Coast Initiative are collaborating to create an Innovation Center at 308 Iowa Street in downtown Sioux City that will serve the tri-state region of Iowa, Nebraska and South Dakota. The Innovation Center will be a dynamic, state-of-the-art facility designed to inspire, connect, and empower the community by bolstering entrepreneurial activity, showcasing local talent, and enriching the region with culture and creativity.

WITCC, SPM and IWCI will all operate out of the Innovation Center. The building will provide a physical location that brings people together to advance business ideas and innovation through a combination of increased services including mentorship, networking opportunities, hands-on training, business support services, educational opportunities, and access to equipment.

### **Food Hall**

A food hall will be located on the first floor of the building and provide a lively environment within the Innovation Center and showcase the unique cuisine that the region has to offer. The food hall will provide an opportunity for aspiring culinary entrepreneurs to start their business with a low-cost to entry, as well as attract people to the Innovation Center to see all that the space has to offer and stimulate interest in entrepreneurship. The food hall will include individual restaurant spaces, each with the necessary kitchen equipment already in place, eliminating the need for entrepreneurs to purchase expensive equipment, build out a space, and sign a long-term lease.

### **Outdoor Patio**

The current dock on the exterior of the building will be reconstructed to allow for covered outdoor patio seating to support the food hall. The outdoor patio will enhance the over experience for those visiting the food hall and provide a unique dining atmosphere. This space will create a casual, relaxed spot for all to enjoy.

### **Shared Commercial Kitchen**

The Innovation Center will also build on our regional agricultural strength by supporting food innovation through a shared commercial kitchen for entrepreneurs interested in product development and food-based businesses.

### **Broadcasting Studio & Recording Booth**

A broadcasting studio and shared recording booth will be located on the first floor, visible for all to see as they enter the building. This space will provide affordable access to professional equipment and facilities for local talent, creators and nonprofits to produce and distribute media content.

### **Performance/Presentation Space**

Construction of a new performance/presentation space will showcase local talent and enrich our community with art, culture and creativity. This flexible, open space will be ideal for a wide range of community events and offer an affordable venue for emerging talent to showcase their work.

### **Outdoor Performance Space**

The outdoor performance space will offer a versatile outdoor venue that can host concerts, theater productions, art installations, musicians, movies and community events.

### **Technology Lab**

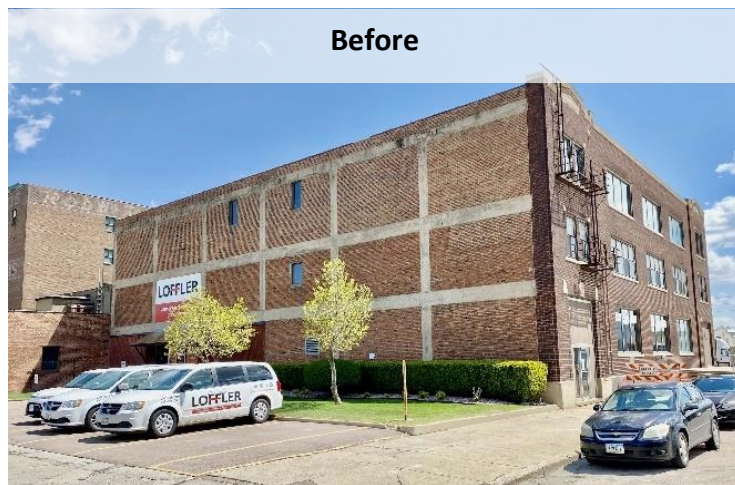
The second floor of the building will include a technology lab with equipment for startups to prototype ideas and entrepreneurs interested in software development, robotics and automation. The tech lab will create an ‘incubator’ environment where entrepreneurs, students, and children are free to experiment, inspiring new thinking and accelerating innovation.

### **Coworking / Offices / Conference Rooms**

The third floor of the Innovation Center will include additional amenities such as business coworking, rentable offices, conference rooms, and space to host workshops, trainings and events. The coworking space will provide entrepreneurs with the opportunity to work alongside other startups and professionals with different specialties, expanding opportunities to collaborate and share ideas.

### **On-Site Parking**


A quarter block of dedicated parking for the Innovation Center will provide convenience and peace of mind for tenants and visitors.





**DATE:** October 20, 2025

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

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

**RE:** **INNOVATE SIOUXLAND, INC. – FISCAL MANAGEMENT SERVICE AGREEMENT**

Attached you will find the Fiscal Management Service Agreement between Innovate Siouxland, Inc. and Western Iowa Tech Community College. Innovate Siouxland, Inc., an Iowa non-profit corporation has requested that the College serve as the fiscal management while the Innovation Center project is getting started. The services would be basic accounting, check writing and distribution, tracking of fundraising activities and providing basic financial statement. The College would provide these services as no cost as part of the College's active participation in the Innovation Center project. The College may reimburse itself for actual charges such as bank fees, check stock, etc. This Agreement has been reviewed by the Ahlers Law Firm.

**Recommendation:**

It is the administrative recommendation that the Fiscal Management Service Agreement between Innovate Siouxland, Inc., and Western Iowa Tech Community College be approved.

FISCAL MANAGEMENT  
SERVICE AGREEMENT

This Agreement is made on the 10<sup>th</sup> day of November, 2025 by and between Innovate Siouxland, Inc. ("Innovate Siouxland"), an Iowa non-profit corporation and Western Iowa Tech Community College ("WITCC"), an Iowa public community college.

RECITAL

WITCC and Innovate Siouxland desire to enter into an Agreement whereby WITCC will provide Fiscal Management Services to Innovate Siouxland.

Therefore, it is agreed as follows:

1. WITCC agrees to provide Fiscal Management Services to Innovate Siouxland in connection with the Innovation Center project.
2. Fiscal Management Services shall be defined to include: accounting, check writing and distribution, tracking of fundraising activities, and providing basic financial statements.
3. In recognition of the collaborative partnership between WITCC and Innovate Siouxland as it relates to the Innovation Center project, these services shall be provided at no additional cost to Innovate Siouxland.
4. Innovate Siouxland shall approve all claims for payments by WITCC under WITCC's Board Purchasing Policy 704.1 which may be amended from time to time.
5. WITCC will maintain all Innovate Siouxland funds received or managed on behalf of Innovate Siouxland in a separate project fund. WITCC may reimburse itself from the project fund for any administrative charges it incurs related to its role as fiscal agent under this agreement, including, for example, wire transfer fees and check printing fees.
6. Innovate Siouxland designates Treasurer (name or title) to act as its authorizing official. WITCC shall be entitled to rely on any direction or instruction given to it by the authorizing official in carrying out its duties under this Agreement.
7. This Agreement may be terminated by the either party upon not less than thirty (30) days written notice which shall be served upon Innovate Siouxland at 405 6<sup>th</sup> Street, Sioux City, Iowa 51101, Attn: Economic Development Department or upon WITCC at 4647 Stone Ave, Sioux City, Iowa 51106, Attn: President's Office. In the event of any such termination, all of the funds held by WITCC on behalf of Innovate Siouxland shall be returned to Innovate Siouxland.

8. WITCC shall not be responsible for any indebtedness or liabilities incurred by Innovate Siouxland.
9. Innovate Siouxland shall indemnify and hold harmless WITCC, its directors, officers, employees, and agents , from and against any and all demands, claims, causes of action, liability, damages, losses, costs, and expenses (including reasonable attorney fees) arising out of (i) any act taken by WITCC at the direction of Innovate Siouxland, or (ii) any act or omission of Innovate Siouxland under this Agreement. The obligations in this section shall survive expiration or termination of this Agreement.
10. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. This Agreement may be amended only by a written document signed by authorized representatives of both parties.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Any legal actions arising out of this Agreement shall be brought in a court of competent jurisdiction located in Woodbury County, Iowa.
13. 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: (i) 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; (ii) 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; (iii) 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 (iv) 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 have set their hands and seals the day and year above first written.

WESTERN IOWA TECH COMMUNITY  
COLLEGE

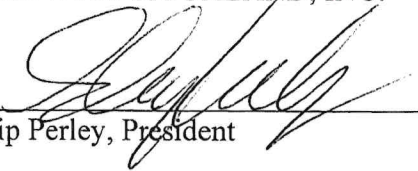
\_\_\_\_\_  
Linnea Fletcher, Board President

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WOODBURY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Linnea Fletcher, to me personally known, who, being by me duly sworn, did say that she is the Board President of Western Iowa Tech Community College, and that said instrument was signed on behalf of said organization; and that the said member as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said organization, by it voluntarily executed.

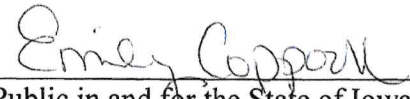
\_\_\_\_\_  
Notary Public in and for the State of Iowa

INNOVATE SIOUXLAND, INC.

  
Skip Perley, President

STATE OF IOWA                    )  
  ) SS  
COUNTY OF WOODBURY        )

On this 15 day of October, 2025, before me the undersigned, a Notary Public in and for said State, personally appeared Skip Perley, to me personally known, who, being by me duly sworn, did say that she is the President of Innovate Siouxland, Inc., and that said instrument was signed on behalf of said organization; and that the said member as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said organization, by it voluntarily executed.

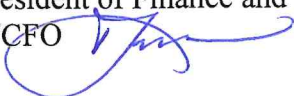
  
Notary Public in and for the State of Iowa

4900-7429-5148-1\13026-107





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

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

**DATE:** November 3, 2025

**RE:** **CORPORATE COLLEGE CHILLER REPLACEMENT PROJECT**

On October 30, 2025, the College opened bids for the Corporate College Chiller Replacement Project. The Chiller Replacement Project replaces the existing equipment that dates back to the 1990s. The equipment experienced a breakdown and is at the end of useful life. The College is not able to secure any replacement parts for repairs. The new equipment will also provide greater energy efficiency. This project does not require any structural changes or modifications to the building.

The College received five bids for the project. The bid tabulation sheet is attached to this memo. The College bid the project with an alternate for a different brand of chiller. The base bids ranged from a low of \$431,000.00 to a high of \$629,229.00. The alternate bids for the different chiller manufacturer ranged from a deduct of \$9,500.00 to a deduct of \$10,127.00. After review by the engineer, E.D.A., Inc., it was determined that the base bid with the Trane chiller is the best value in terms of total cost. The Corporate College Building currently has a Trane chiller. The engineer's estimate for the Chiller Replacement Project is \$695,000.00.

### **Recommendation**

It is the administrative recommendation, as well as the engineer's recommendation, that the College accepts the lowest qualified bid of \$431,000.00 from C.W. Suter & Sons, Inc. of Sioux City, Iowa for the Corporate College Chiller Replacement Project. Funding will come from the Plant Fund.



385 12th Street, NE  
Sioux Center, Iowa 51250  
Phone: 712-722-0228  
Fax: 712-722-0238  
[www.edaengineers.com](http://www.edaengineers.com)

November 3, 2025

Mr. Troy Jasman, Chief Financial Officer  
Western Iowa Tech Community College  
4647 Stone Avenue  
PO Box 5199  
Sioux City, IA 51106-5199

RE: WITCC BUILDING 'B' – CORPORATE COLLEGE SIOUX CITY CAMPUS  
CHILLER REPLACEMENT – BID RECOMMENDATION

Dear Troy,

Bids were received on the Western Iowa Tech Community College Building 'B' Corporate College Chiller Replacement project located in Sioux City, Iowa on October 30, 2025.

Five bids were received ranging from \$431,000 to \$629,229. The alternate bid for the Daikin chiller ranged from "No Change" to -\$10,127.

We recommend accepting the lowest responsible bid from C.W. Suter & Son Inc. for a total of \$431,000. We do not recommend taking the Daikin chiller deduct alternate because this alternate will require modifications to the existing chiller enclosure fence. The cost opinion for the project was \$695,000

The automatic temperature controls were bid directly to the College by Electrical Automation LLC.

Please contact me if you have any questions about the above information.

Sincerely,

A handwritten signature in black ink that reads "Dale E. Woudstra". The signature is written in a cursive style.

Dale E. Woudstra, PE

Cc File(2025-11-03 dwtj.L)  
WITCC – Brenda Wright  
WITCC – Kyle Hueser

Enc. Tabulation of Bids

## Tabulation of Bids

Bid Date: October 30, 2025, at 2:00 p.m.

### Project:

Western Iowa Tech Community College  
 Building B (Corporate College) Chiller Replacement  
 Sioux City, Iowa



Engineering Design Associates, Inc.

385 12th Street, NE  
 Sioux Center, Iowa 51250

Phone: 712-722-0228  
 Fax: 712-722-0238

[www.edaengineers.com](http://www.edaengineers.com)

BIDDERS	BASE BID	ALTERNATE M1 - Daikin Chiller	BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA	CONTRACTOR CAN MEET SCHEDULE	BIDDER STATUS FORM	BID BOND
Midwestern Mechanical 2100 Highway 75 Sioux City, IA 51105	\$466,800	No Bid	YES	YES	YES	5%
Rasmussen Mechanical Services 2425 E. 4 <sup>th</sup> Street Sioux City, IA 51101	\$513,000	N/A	YES	YES	YES	5%
Thompson Solutions Group 2300 7 <sup>th</sup> Street Sioux City, IA 51105	\$432,870	-\$10,127	YES	YES	YES	5%
C.W. Suter & Son Inc. 1800 11 <sup>th</sup> Street Sioux City, IA 51101	\$431,000	-\$9,500	YES	YES	YES	5%
MTC Mechanical 1501 Tri-View Sioux City, IA 51103	\$629,229	No Change	YES	YES	YES	5%



November 4, 2025

To: WITCC Board of Directors and Dr. Terry Murrell, President

From: Jackie Plendl, Dean of Human Resources

Re: Annual Staff Development Report

Western Iowa Tech Community College believes in the importance of providing a variety of training and development opportunities to all employees. Board Policy 400.9 states the College shall develop, implement, and maintain a plan for the training and development of all employees. This annual report highlights some of the many professional development opportunities provided this year.

Staff Development Days occur twice annually, offering employees two days of professional development opportunities and a chance for employees to collaborate and grow. Each Staff Development has featured something different and unique, adapting to the semester and needs of the college and student body. Typical attendance is approximately 240 employees.

In the Spring of 2025, we kicked off the implementation of our new Strategic Initiatives, the Counseling Services Team introduced a new Students in Distress Guide, there was dedicated time for faculty assessment workshops, and staff individual professional development time to create a personalized development option to meet their individual needs.

Day two of spring staff development was held virtually via Zoom. All employees have a Zoom account, making this digital platform accessible and easy to use. There was a total of 33 sessions offered with 6 sessions presented by outside agencies or individuals and 27 by WIT employees. In addition to the planned sessions, employees could complete their required annual training courses in Vector Solutions or watch any of the videos available on WIT's private ACE-A YouTube channel. The videos are past sessions and department spotlights, many of which are especially informative for new employees.

This fall, for staff development, the theme was Who We Are and What We Do. The focus was on highlighting the many talented and dedicated employees we have at the College and showcasing the work that they do and the impact they have on students.



## Western Iowa Tech Community College

Day one began with various College updates and then we broke into our individual strategic initiatives groups to work on projects. The afternoon consisted of faculty assessment workshops and staff breakout sessions. There were 18 different sessions offered with many of them being presented by WIT employees.

Day two was a focus on student engagement. We were motivated and inspired by talented and passionate alumni and guest speakers. We finished out the afternoon with four program spotlights. Employees were able to tour these areas and hear from the instructors, further highlighting the many talented and dedicated employees at the College while learning about the amazing program offerings to students.

The College also purchased institutional access to the fall virtual National Institute for Staff and Organizational Development (NISOD) conference. This access provides multiple tracks of live and pre-recorded sessions that employees can participate in and access for six months after the conference ends.

In addition to staff development days the following other development opportunities were provided:

- New employee onboarding sessions
- Iowa Community College Leadership Institute (ICCLI)
- Leadership in a New Century (LINC)
- Leadership Siouxland
- WITCC's High Performance Management classes.
- Monthly training meetings for managers
- Tuition Assistance

Employees are encouraged to seek out personalized professional development activities that are directly related to their position. This past year, faculty and staff from all departments attended numerous workshops, trainings, seminars, and conferences to obtain certifications and improve their skills and knowledge.

Thank you to the Board and Terry for recognizing the importance of professional development and for continuing to support staff development opportunities for all WITCC employees.



**Western Iowa Tech  
Community College**

October 20, 2025

To: Dr. Terry Murrell, President

From: Jackie Plendl,  Dean of Human Resources

Re: Negotiating Team for Western Iowa Tech Community College Education  
Association

As we prepare to begin contract negotiations with the Western Iowa Tech Community College Education Association (WITCCEA) faculty, the following Board negotiating team is recommended:

Erin Volk, Vice President of Learning  
Darin Moeller, Executive Dean of Instruction  
Teri Petersen, Associate Dean of Health Sciences  
Jackie Plendl, Dean of Human Resources  
Terry Murrell, College President

Thank you for your attention to this recommendation.



**Date:** October 27, 2025  
**TO:** Terry Murrell, President  
**FROM:** Frank Arpan, Vice President of Student Services  
 Revathi Vongsiprasom, Dean of Opportunity and Engagement  
**RE:** WITCC TRIO-Upward Bound – FY 2024-2025

### Program Overview Highlights

- Upward Bound Award \$\$300,490
- Serving 60+ students from 7 NW rural IA & NE school districts
- 37 students are both Low-Income and 1<sup>st</sup> Generation,
- 16 1<sup>st</sup> Generation and 1 Low-Income
- 410 monthly student meetings
- 13 Seniors graduates
- 16 new participants

### Senior Fall Enrollment 2025

- 23% – attending 2-year public college
- 69% – attending 4-year public university
- 8% – enter workforce/gap year
- Career majors: Psychology, Pharmacy, Aviation, Kinesiology, Industrial Design, Biology, Nursing, Aviation, Accounting, and Radiology

### Career & Academic Support

- 100% all students progressed to the next grade level
- 85% all seniors completed FAFSA
- 38% all seniors completed the ACT exam
- 69% all seniors completed a rigorous program of study
  - 4 years of English
  - 3 years of Math: Algebra I, Geometry, Data Analysis, Statistics, etc.,
  - 3 years of Science: Biology, Chemistry, Physics, etc.
  - 3 years of Social Studies & 1 year of foreign language

### Student Summer Camp Experiences

- June 2025
- 43 participants
- 6 weeks on campus
- 336+ hours of non-credit academic instruction
- Students attended college visits and STEM events: Computer Science & Aviation

### Early College Advantage



- 85% of all HS seniors took dual credit classes
- 3/5 high school students earned 1.5 college credits in June and July
- Averaged summer GPA was 3.4

The TRIO-Upward Bound program is federally funded by the United States Department of Education in the amount of \$300,490 per year for a period of five years (September 1, 2022 - August 31, 2027). Target school districts include: OABCIG, Westwood, Whiting, West Monona, Denison, Homer, and MVAO.



## WITCC TRIO-Talent Search – FY 2024-2025

### Program Overview Highlights

- Talent Search Award \$382,907.00
- Serving 777+ students from 16 NW rural Iowa school districts
- 514 students are both Low-Income and 1<sup>st</sup> Generation
- 4,363+ monthly student meetings
- 113 Senior graduates
- 218 new participants
  - 92 from the Sioux City region
  - 66 from the Denison region
  - 60 from the Cherokee region

### Senior Fall Enrollment 2025

- 34% – attending 2-year public college
- 31% – attending 4-year public university
- 16% – attending 4-year private university
- 16% – enter workforce / gap year
- 3% – enter the U.S. Military

### Career & Academic Support

- 3 seniors simultaneously received a HS diploma and an AA degree from WITCC
- 100% all students progressed to the next grade level
- 81% all seniors completed FAFSA
- 52% all seniors completed the ACT exam
- 72% all seniors completed a rigorous program of study
  - 4 years of English
  - 3 years of Math: Algebra I, Geometry, Data Analysis, Statistics, etc.
  - 3 years of Science: Biology, Chemistry, Physics, etc.
  - 3 years of Social Studies & 1 year of foreign language

### Student Experiences

- 10 college visits for 284 students
- 12 students attended EOA Leadership Conference
- 28 students attended cultural events: Musical Productions, & Museums, etc.
- 46 students attended STEM events: Computer Science & Aviation Camps

### Early College Advantage

- 81% of all HS seniors took dual credit classes



- 11 high school students earned 34 college credits in June and July 2025
- Averaged summer GPA was 3.4

Target school districts: OABCIG, Cherokee, MMC-RU, River Valley, Hinton, Lawton-Bronson, Le Mars, Sgt. Bluff-Luton, Westwood, Whiting, West Monona, AR-WE-VA, Boyer Valley, Charter Oak-Ute, Denison, IKM-Manning, MVAOCO. Funding Sources: The WITCC TRIO-Talent Search program is federally funded by the United States Department of Education in the amount of \$382,907 per year for a period of five years (September 1, 2021 - August 31, 2026).





**TRIO Student Support Services – Sioux City Campus**  
**Serve 175 student annually**

Criteria	Objective	Outcomes 2022-2023	Outcomes 2023-2024
<b>Persistence</b>	70%	91%	86%
<b>Good Academic Standing</b>	75%	92%	88%
<b>Associates Degree, Certificate, or Diploma</b>	45%	66%	78%
<b>Associates degree AND transfer to 4-year institution</b>	10%	19%	26%

**Academic Programming**

- Hosted Transfer Fair on September 30<sup>th</sup>
  - o 17 institutions participated
  - o Great feedback from institutions on the student’s preparedness to transfer and the great questions our students asked.
- Transfer Talks
  - o Transfer talks were designed to assist our TRIO students in their transfer process.
  - o Fall we focus on inviting our campus partner institutions to present to our students about their respective colleges/universities, scholarships, and the transfer process.
  - o Spring semester we focus on the steps to transferring and host workshops for each part of the process: researching institutions, application process, financial aid overview, scholarship search, and making the commitment of selecting the right college fit.
  - o In 2024, we invited Tittle 3 to participate in the Transfer Talks in order to open them up to the entire campus for all students to attend.
- Collaborated with Campus Safety to host Campus Safety Week
  - o A week-long safety overview for our students on the importance of campus safety.
- Financial Literacy
  - o Each semester we host programming geared towards improving the financial understanding of our students.
  - o Hosted Northwest Bank to present to students about saving accounts and financial planning.
  - o Host workshops about home ownership and obtaining yours first home loan.
  - o WITCC Human Resources office presented a workshop for our student’s on the differences between benefits in employment settings.
- Career Readiness
  - o Host Mock Interviews for students prior to their official first interview.



- Edit cover letters, resumes, and personal statements for students.

#### **Student Experiences**

- Campus Visits
  - Each semester we take TRIO students to the University of Iowa, Iowa State University, and University of Northern Iowa as overnight campus visit experiences.
  - We also take students to day trip campus visits to the University of South Dakota, University of Nebraska-Omaha, Wayne State College, Briar Cliff, Morningside University, and University of Sioux Falls. We tailor our campus visits to the transfer plans of our students.
- Sent TRIO peer mentors to the Community Colleges for Iowa Conference for professional development.



**TRIO-Student Support Services: Extended Campuses**  
Serves 140 Students Annually

Criteria	Objective	Outcomes 2022-2023	Outcomes 2023-2024
<b>Persistence</b>	70%	87%	83%
<b>Good Academic Standing</b>	75%	82%	85%
<b>Associates degree, Certificate, or Diploma</b>	45%	45%	65%
<b>Associates degree AND transfer to 4-year institution</b>	10%	7%	10%

**Program Highlights**

- Delivered comprehensive student support through holistic advising, informational workshops, financial aid guidance, transfer counseling, and access to resources offered through multiple modalities.
- Awarded \$38,750 in College Completion Challenge Grant aid and \$1500 in mini-scholarships to eligible TRIO-SSS participants in the 2024-2025 academic year.
- Achieved perfect scores from all technical reviewers on the 2025–2030 grant application.
- In collaboration with the Sioux City TRIO-SSS program, updated program application materials that includes a participant needs assessment and robust eligibility verification form.

**Trajectory of the Program – Focus Areas**

- Participant Engagement
  - Participation in activities, workshops, campus visits has been low since post-pandemic.
  - Researching best practices to increase participant engagement, then implementing new techniques.
  - Develop online workshops, and possibly new participant orientation, through Vector.
- Career Development and Service Learning
  - Utilize Pathful Explore, an online platform located in the TRIO-SSS Canvas course, to create mini lessons on career development and discuss results during individual advising sessions.
  - Host workshops on the benefits of choosing courses that include service learning.
  - Offer participants opportunities for job shadowing and micro-internships in the Cherokee and Denison communities.
  - Collaborate with Corporate College to develop a partnership list of local business partners willing to engage in job shadowing and internship experiences for eligible participants.
- Transfer Assistance
  - Facilitate Mini-Transfer Fairs on the Cherokee and Denison campuses each semester.



- Coordinate with four-year partner institutions to develop a rotating fall/spring schedule that increases transfer advisor availability and visibility on the Cherokee and Denison campuses.
- Host transfer learning series for participants focused on various topics needed for a smooth transfer.

#### **Advocacy and Next Steps**

- Facilitated workshops for participants to learn about the importance of advocating for themselves on many different levels.
- Lost a staff member due to the unknown regarding funding; still have not filled the position.
- Met with the regional director for Senator Grassley's office to inform about TRIO-SSS services and impact.



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

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

**DATE:** October 21, 2025

**RE:** WIT Small Business Development Center Sub Contract - -  
ISU No. 030551M

#### Background

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

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

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

A contract is renewed on an annual basis for operation of a center. The FY-2026 contract will fund the full-time position of the WIT SBDC Executive Director and the center's direct operating costs. The contract period is from July 1, 2025 through April 30, 2026.

ISU Subcontract No. 030551M is written for \$ 7,000 to be used to fund operational costs of the center. These funds are issued contingent on a one-to-one dollar match to be secured by the WITCC SBDC Center from other private or public entities. These entities are detailed in Exhibit B of the contract.

#### Recommendation

It is the administrative recommendation that the Board approve the FY-2026 subcontract 030551M with Iowa State University for operation of the WIT Small Business Development Center.

**IOWA STATE UNIVERSITY SUBCONTRACT AGREEMENT No. 030551M**

This agreement (hereinafter referred to as “Subcontract”) is entered into by and between Iowa State University of Science and Technology, with a mailing address of Office of Sponsored Programs Administration, 2919 Madden Building, 2221 Wanda Daley Drive, Ames, IA 50011-2105, an agency of the State of Iowa (hereinafter referred to as “ISU”), and

Western Iowa Tech Community College  
 (“Subcontractor”)

4647 Stone Avenue, Sioux City, IA 51106  
 (mailing address)

Each party hereto may be referred to individually as a “Party” and the parties hereto may be referred to collectively as the “Parties”.

**BACKGROUND**

The Board of Regents, State of Iowa, has received an appropriation and allocated funds to Iowa State University under the Regents Innovation Fund. Funding is provided to the state Board of Regents for institutions of higher learning (ISU among others) for specific activities. Regulations governing these funds may be found in Iowa Senate File 645 (hereinafter referred to as “Prime Agreement”) attached hereto as Exhibit A, deemed incorporated into and made an integral part of this Subcontract.

ISU desires to have Subcontractor conduct work in connection with the Prime Agreement for program capacity building infrastructure in areas related to technology commercialization, marketing and business development efforts in areas related to technology commercialization, entrepreneurship, and business growth, and infrastructure projects and programs needed (“Project”).

Therefore, the Parties agree that this Subcontract will be performed in accordance with the following conditions:

**I. SCOPE OF WORK**

Accomplishment of the Project entitled Regents Innovation Fund. Project is further described in Exhibit B (Special Conditions), Exhibit C (Regional Center Budget), and Exhibit D (SBDC Financial Report) attached hereto, deemed incorporated into and made an integral part of this Subcontract. None of the stated work for the Project shall be further subcontracted without prior written approval of the SBDC State Director.

**II. PERFORMANCE PERIOD**

The performance period of this Subcontract shall begin on July 1, 2025 (“Start Date”) and shall not extend beyond April 30, 2026 (“Termination Date”) unless agreed to in writing by both Parties. No costs shall be incurred under this Subcontract prior to the Start Date nor subsequent to the Termination Date.

Whenever the Subcontractor knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely

performance of the work under the Project, the Subcontractor shall immediately give the SBDC State Director written notice to that effect.

**III. ESTIMATED COST AND EXPENDITURE LIMITATION**

ISU will reimburse the Subcontractor for actual expenses incurred under the Subcontract, but not to exceed \$7,000 unless agreed to in writing by both Parties. This is the maximum amount that the Subcontractor is authorized to expend or have committed for this Project and is subject to the availability of funding from the Board of Regents, State of Iowa. ISU shall not be obligated to pay Subcontractor for any costs in excess of this obligated amount.

The Subcontractor shall provide \$7,000 of matching funds, from its own sources or obtained from outside sources. Match will be reported on a monthly basis (see Section IV.B.) and will be verifiable actual match contributed to the SBDC program.

**IV. ALLOWABLE COST AND PAYMENT**

A. Cost Reimbursement. ISU will reimburse the Subcontractor for costs incurred in the performance of this Subcontract, provided that:

1. The total of such costs does not exceed the allowable cost as provided in Article III herein.
2. The allowability of costs chargeable to this agreement shall be in accordance with Exhibit A. Subcontractor's normal policies governing salaries, wages and fringe benefits shall apply to all its employees paid from this agreement. Subcontractor's published policy on travel and travel reimbursement shall apply to all costs for travel and transportation charged to this agreement. When policies conflict with Prime Agreement, the more restrictive rules will apply. If a policy does not exist, 2 CFR Part 200, Subpart E must be followed.

B. Reimbursement Vouchers.

1. The Subcontractor will submit vouchers to ISU for reimbursement monthly to the following address:

Iowa Small Business Development Center  
Iowa State University  
1805 Collaboration Place, Suite 1340  
Ames, IA 50010-9166

In order for the Subcontractor to receive payment, the vouchers must be prepared in the format of the blank SBDC Financial Report attached as Exhibit D unless prior approval for a different form has been given by the SBDC State Center. The Exhibit D details expenditures and match by line item.

Vouchers must be received in the SBDC State Center by the 15<sup>th</sup> of the following month. If the vouchers are not received in the SBDC State Center by the 15<sup>th</sup> of the month, the voucher will be paid in the following month. **Vouchers for the final month must be received in the SBDC State Center by May 20, 2026** and

must be marked "Final" by the Subcontractor. ISU may refuse to reimburse expenditures for vouchers that are not received by the dates specified above.

2. Subcontractor's SBDC Regional Director must verify and attest by signature that the expenses shown on reimbursement vouchers are correct, allowable and for services pursuant to this Subcontract. If the SBDC Regional Director is unable or unavailable to sign as required, an Interim Signatory must be approved by the SBDC State Center.
  3. Payments by ISU to Subcontractor will not be authorized by the SBDC State Center until voucher verification by SBDC Regional Director is in hand at the SBDC State Center.
- C. Deviations from Budget. The Subcontractor may deviate from the approved line item budget within the following parameters.
1. Transfer of funds from one major budget line item to another that exceeds 10% of the total subcontract budget, as specified in Article III, requires prior written approval of the SBDC State Director. Under no circumstances may the total of line items exceed the amount specified in Article III.
- D. Out of State Travel. Out-of-state travel must have prior written approval (via U.S. mail or e-mail) of the SBDC Associate State Director.
- E. Equipment Purchases. Equipment purchases with SBDC funds that are not specifically described in the award must be approved in writing, in advance, by the SBDC Associate State Director, who will secure approval of ISU's Authorized Official and the SBA when required. Equipment is defined as tangible personal property with a useful life of more than one year and a unit cost greater than or equal to the capitalization threshold established by the Subrecipient organization or the Awarding Agency, whichever is lower.
- F. Accounts, Audits and Records. Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and facilities and administration costs of whatever nature s/he claims to have incurred for the performance of this agreement. The foregoing constitutes "records" for the purposes of this clause.

Subcontractor's records shall be subject at all reasonable times to inspection and audit by ISU's authorized official; his/her authorized representatives, and/or the cognizant federal audit agency. Subcontractor shall preserve and make available its records until the expiration of five (5) years after the end of the budget period which they cover or until audit is completed and all resulting questions are resolved, whichever occurs first.

- G. Recapture of Funds. If at any time during the term of this Subcontract, Board of Regents, ISU or Subcontractor receives information that the proceeds of the Subcontract have not been or will no longer be used to further the purposes of the

Project, ISU shall demand reimbursement of all or a portion of the amount of the Subcontract which is no longer being used for the purposes of the Project. This recapture provision shall be made part of all agreements executed under this Subcontract and may be in addition to any recapture provisions required by ISU. If Subcontractor declines to demand reimbursement, ISU in its sole discretion may make demand for reimbursement consistent with the provisions of this section.

**V. ISU'S AUTHORIZED OFFICIAL**

Only the Director of the Office of Sponsored Programs Administration, or his/her authorized representative, is authorized to amend or alter this Subcontract for ISU. Any such alterations or amendments must be approved by written mutual agreement of the Parties hereto.

**VI. SUBCONTRACTOR'S PRINCIPAL INVESTIGATOR**

- A. The Subcontractor's Principal Investigator responsible for the conduct of work contemplated hereunder is Nick Demke, SBDC Regional Director. No change of Principal Investigator (SBDC Regional Director) may be made without the prior written approval of ISU's Authorized Official and the SBDC State Director.
- B. In the event that a vacancy in the SBDC Regional Director position occurs, the SBDC State Center should be notified within 10 days of the vacancy. All position descriptions and other statements of qualifications required by Subcontractor for the SBDC Regional Director shall be approved by the SBDC State Director before a search process is begun. The SBDC State Center must concur in the selection of an SBDC Regional Director.

**VII. REPORTS**

All activity related to this subcontract must be reported in the standardized SBDC Neoserra reporting system no later than the 10<sup>th</sup> day of the month following the activity.

**VIII. TERMINATION BY ISU OR THE SUBCONTRACTOR**

If the Subcontractor determines that termination is in its best interest because of payment delays under Section IV.C., or if ISU determines that termination is in its best interest because of termination of the Prime Agreement, lack of sufficient funds, breach of subcontract or other substantial reason, then either Party may terminate this Subcontract upon thirty (30) calendar days written notice to the other. Upon issuance/receipt of such notification, the Subcontractor may make no further commitments under the Subcontract and must take all responsible actions to cancel outstanding obligations. The total cost of the Subcontract shall then be negotiated between ISU and the Subcontractor. The Subcontractor shall reimburse ISU for any losses resulting from audit disallowances relating to costs originally incurred by Subcontractor. In addition, the Subcontractor shall return any remaining program income funds and any ISU equipment to ISU within ninety (90) days of the notification.

**IX. NONDISCRIMINATION**

Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 USC.2000d-1) provides that 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

program or activity receiving Federal financial assistance. Title IX of the Education Amendments of 1972 (Public Law 92-318; 20 USC.1681-1686), prohibits the exclusion of persons on the basis of sex from any education program or activity receiving Federal financial assistance. By acceptance of the Subcontract, the Subcontractor agrees that it will comply with the provisions stated herein.

**X. DEBARMENT, ASSURANCES, DRUG-FREE WORKPLACE AND LOBBYING**

Payments under this Subcontract require that appropriate certifications for debarment, ineligibility and voluntary exclusion; drug-free workplace; lobbying; and assurances are kept on file with the SBDC State Center.

**XI. RECORDS**

The Subcontractor will maintain adequate financial records, in accordance with generally accepted expense accounting practices, to clearly and easily identify the income and expenses of the Subcontract, to describe the nature of each expense and to establish relationship to this Subcontract. All records related to the Subcontract shall be reasonably available for inspection by ISU or the SBDC State Center.

Subcontractor must, if requested by the SBDC State Center, ISU, or authorized State of Iowa auditors, verify the actual expenditure of funds pledged as Cash Match (attached as Exhibit C). Match should be reported monthly on the Exhibit D form.

The records of this Subcontract will be retained for a period of five (5) years after completion of the Subcontract Performance Period. In all cases, records must be retained until resolution of any audit questions. ISU reserves the right to call for a compliance or financial audit, and application of evaluation requirements per public law 98-395.

**XII. LAW**

This Subcontract shall be governed by, and constructed in accordance with, the laws of the State of Iowa.

**XIII. CONFLICT OF INTEREST**

Subcontractor certifies that it has established a written, enforced policy on conflict of interest. In the event Subcontractor does not have such policy established, Subcontractor shall request a copy of ISU's written conflict of interest policy and Subcontractor certifies that Subcontractor shall comply with ISU's conflict of interest policy.

By acceptance of and/or performance under this Subcontract, Subcontractor affirms that there exists no actual or potential conflict of interest between any Subcontractor employee, agent or officers of Subcontractor and ISU. IN the event of a change in Subcontractor's private interest or service under this Agreement, that has potential for conflict of interest, Subcontractor will promptly notify ISU. No Subcontractor employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee,

officer, or agent of Subcontractor, is an employee of ISU or his/her immediate family is an employee of ISU and has a financial or other interest in the Subcontractor. If ISU is made aware of conflict of interest in the performance of this agreement, it has the right to terminate this agreement as per the guidelines in Article VIII. This provision applies to all persons working under this agreement.

**XIV. PATENTS AND INVENTIONS**

Subject to any pertinent obligations to other sponsors, including the provisions of Public Laws 96-517 and 98-620, intellectual property (IP) which results from this project which is created solely by ISU employees will be owned by ISU (ISU’s IP), intellectual property created solely by Subcontractor’s employees will be owned by Subcontractor (Subcontractor’s IP), intellectual property created jointly by ISU employees and Subcontractor’s employees will be owned jointly by ISU and Subcontractor (Joint IP).

**XV. COPYRIGHTS**

Subcontractor may own copyrights in all subject writings. Copyright in all subject writing shall be subject to a nonexclusive, nontransferable, irrevocable, royalty-free license to ISU and Board of Regents, State of Iowa. All subcontracts or other arrangements entered into by Subcontractor for the purpose of developing or procuring subject writing shall specifically reference and reserve the right of ISU with respect to subject writings. Such license to ISU is only to the extent needed by ISU to fulfill its obligations to the Board of Regents, State of Iowa.

**SPECIAL CONDITIONS**

The Special Conditions attached hereto as Exhibit B and by reference incorporated herein apply to this Subcontract, and in case of any conflict between the General Conditions and the Special Conditions, the Special Conditions will prevail.

By signing below, the Subcontract certifies that no ISU employee, their spouse, or minor child, holds an ownership of interest of 5% or more in the Subcontractor’s business.

**Approved and Agreed:**

**ISU**

**Subcontractor**

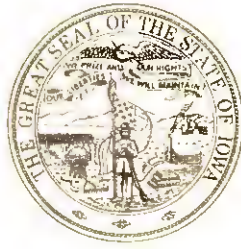
\_\_\_\_\_  
Amy Arndorfer  
Senior Award Administrator  
Office of Sponsored Programs Administration  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

EIN# (Federal Tax Identification Number)  
\_\_\_\_\_

**NOTE: PLEASE PROVIDE THE FOLLOWING INFORMATION FOR THE PERSON RESPONSIBLE FOR FISCAL MATTERS PERTAINING TO THIS AGREEMENT:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



**STATE OF IOWA**  
KIM REYNOLDS  
GOVERNOR

June 11, 2025

The Honorable Paul Pate  
Secretary of State of Iowa  
State Capitol  
Des Moines, Iowa 50319

Dear Mr. Secretary,

I hereby transmit:

Senate File 645, an Act relating to and making appropriations for the economic development of the state, including to the economic development authority, Iowa finance authority, department of workforce development, and the state board of regents and certain regents institutions, and extending the repeal date for the housing renewal pilot program.

The above Senate File is hereby approved on this date.

Sincerely,

Kim Reynolds  
Governor of Iowa

cc: Secretary of the Senate  
Clerk of the House



Senate File 645

AN ACT

RELATING TO AND MAKING APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT OF THE STATE, INCLUDING TO THE ECONOMIC DEVELOPMENT AUTHORITY, IOWA FINANCE AUTHORITY, DEPARTMENT OF WORKFORCE DEVELOPMENT, AND THE STATE BOARD OF REGENTS AND CERTAIN REGENTS INSTITUTIONS, AND EXTENDING THE REPEAL DATE FOR THE HOUSING RENEWAL PILOT PROGRAM.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

DIVISION I

FY 2025-2026 APPROPRIATIONS

Section 1. GOALS AND ACCOUNTABILITY — ECONOMIC DEVELOPMENT.

1. For the fiscal year beginning July 1, 2025, the goals for the economic development authority shall be to expand and stimulate the state economy, increase the wealth of Iowans, and increase the population of the state.

2. To achieve the goals in subsection 1, the economic development authority shall do all of the following for the fiscal year beginning July 1, 2025:

a. Concentrate its efforts on programs and activities that result in commercially viable products and services.

b. Adopt practices and services consistent with free market, private sector philosophies.

c. Ensure economic growth and development throughout the state.

d. Work with businesses and communities to continually improve the economic development climate along with the economic well-being and quality of life for Iowans.

e. Coordinate with other state agencies to ensure that they are attentive to the needs of an entrepreneurial culture.

f. Establish a strong and aggressive marketing image to showcase Iowa's workforce, existing industry, and potential. A priority shall be placed on recruiting new businesses, business expansion, and retaining existing Iowa businesses. Emphasis shall be placed on entrepreneurial development through helping entrepreneurs secure capital, and developing networks and a business climate conducive to entrepreneurs and small businesses.

g. Encourage the development of communities and quality of life to foster economic growth.

h. Prepare communities for future growth and development through development, expansion, and modernization of infrastructure.

i. Develop public-private partnerships with Iowa businesses in the tourism industry, Iowa tour groups, Iowa tourism organizations, and political subdivisions in this state to assist in the development of advertising efforts.

Sec. 2. ECONOMIC DEVELOPMENT AUTHORITY.

1. APPROPRIATION

a. There is appropriated from the general fund of the state to the economic development authority for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amount, or so much thereof as is necessary, to be used for the purposes designated in this subsection, and for not more than the following full-time equivalent positions:

.....	\$ 12,921,510
.....	FTEs 112.50

b. (1) For salaries, support, miscellaneous purposes, programs, marketing, administration, business development, community development, small business development, and any divisions the authority may organize.

(2) For business development operations and programs, international trade, export assistance, workforce recruitment, and the partner state program.

(3) For transfer to a fund created pursuant to section 15.313 for purposes of financing strategic infrastructure projects.

(4) For community economic development programs, tourism operations, community assistance, and the community development block grant.

(5) For achieving the goals and accountability, and fulfilling the requirements and duties required under this Act.

(6) The full-time equivalent positions authorized under this subsection are funded, in whole or in part, by the moneys appropriated under this subsection or by other moneys received by the authority, including certain federal moneys.

c. Notwithstanding section 8.33, moneys appropriated in this subsection that remain unencumbered or unobligated at the close of the fiscal year shall not revert but shall remain available for expenditure for the purposes designated in this subsection until the close of the succeeding fiscal year.

2. FINANCIAL ASSISTANCE RESTRICTIONS

a. A business creating jobs through moneys appropriated in subsection 1 shall be subject to contract provisions requiring new and retained jobs to be filled by individuals who are citizens of the United States who reside within the United

States, or any person authorized to work in the United States pursuant to federal law, including legal resident aliens residing in the United States.

b. Any vendor who receives moneys appropriated in subsection 1 shall adhere to such contract provisions and provide periodic assurances as the state shall require that the jobs are filled solely by citizens of the United States who reside within the United States, or any person authorized to work in the United States, pursuant to federal law, including legal resident aliens residing in the United States.

c. A business that receives financial assistance from the authority from moneys appropriated in subsection 1 shall only employ individuals legally authorized to work in this state. In addition to all other applicable penalties provided by current law, all or a portion of the assistance received by a business which is found to knowingly employ individuals not legally authorized to work in this state is subject to recapture by the authority.

### 3. USES OF APPROPRIATIONS

a. From the moneys appropriated in subsection 1, the authority may provide financial assistance in the form of a grant to a community economic development entity for conducting a local workforce recruitment effort designed to recruit former citizens of the state, and former students at colleges and universities in the state, to meet the needs of local employers.

b. From the moneys appropriated in subsection 1, the authority may provide financial assistance to early stage industry companies being established by women entrepreneurs.

c. From the moneys appropriated in subsection 1, the authority may provide financial assistance in the form of grants, loans, or forgivable loans for advanced research and commercialization projects involving value-added agriculture, advanced technology, or biotechnology.

d. The authority shall not use any moneys appropriated in subsection 1 for purposes of providing financial assistance for any program or project that involves the installation of geothermal systems for melting snow and ice from streets or sidewalks.

4. WORLD FOOD PRIZE

In lieu of the standing appropriation in section 15.368, there is appropriated from the general fund of the state to the economic development authority for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amount for the world food prize:

..... \$ 500,000

5. COUNCILS OF GOVERNMENTS — ASSISTANCE

There is appropriated from the general fund of the state to the economic development authority for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amount to be used for the purposes of providing financial assistance to Iowa's councils of governments:

..... \$ 350,000

6. TOURISM OFFICE

a. There is appropriated from the general fund of the state to the economic development authority for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amount for the tourism office to be used for advertising, promoting, placement, and implementation of the economic development authority's strategic plan for tourism and travel:

..... \$ 1,050,000

b. Notwithstanding section 8.33, moneys appropriated in this subsection that remain unencumbered or unobligated at the close of the fiscal year shall not revert but shall remain available for expenditure for the purposes designated until the close of the succeeding fiscal year.

c. The economic development authority shall submit an annual report on or before January 15 to the general assembly regarding the tourism office's activities funded with moneys appropriated under this subsection. The report shall be provided in an electronic format and shall include metrics and criteria that allow the general assembly to quantify and evaluate the effectiveness and economic impact of the tourism office's activities related to advertising, promoting, placement, and implementation of the economic development authority's strategic plan for tourism and travel.

7. CULTURAL AFFAIRS ACTIVITIES

a. There is appropriated from the general fund of the state

to the economic development authority for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amount, or so much thereof as is necessary, to be used for the purposes designated:

For support of the Iowa arts council:

..... \$ 1,771,800

b. Of the moneys appropriated in paragraph "a", the economic development authority shall allocate \$321,800 for deposit in the arts and culture enhancement fund established in section 15.436, if enacted by 2025 Iowa Acts, House File 975.

c. Notwithstanding section 8.33, moneys appropriated in this subsection that remain unencumbered or unobligated at the close of the fiscal year shall not revert but shall remain available for expenditure for the purposes designated until the close of the succeeding fiscal year.

Sec. 3. LIMITATIONS OF STANDING APPROPRIATIONS — FY 2025-2026. Notwithstanding the standing appropriations in the following designated sections for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the amount appropriated from the general fund of the state pursuant to the following sections for the following purposes shall not exceed the following amounts:

1. For the arts and culture enhancement fund under section 99F.11, subsection 4, paragraph "d", subparagraph (1), as amended by 2025 Iowa Acts, House File 975, if enacted:

..... \$ 448,403

2. For the purposes of tourism marketing under section 99F.11, subsection 4, paragraph "d", subparagraph (2):

..... \$ 1,443,700

Sec. 4. FINANCIAL ASSISTANCE REPORTING — ECONOMIC DEVELOPMENT AUTHORITY. The economic development authority shall submit an annual report to the general assembly no later than November 1, 2025, that details the amount of every direct loan, forgivable loan, tax credit, tax exemption, tax refund, grant, or any other financial assistance awarded to a person during the prior fiscal year by the authority under an economic development program administered by the authority. The report shall identify the county where the project associated with each such award is located.

Sec. 5. INSURANCE ECONOMIC DEVELOPMENT. From the moneys collected by the insurance division of the department of insurance and financial services in excess of the anticipated gross revenues under section 505.7, subsection 3, during the fiscal year beginning July 1, 2025, \$100,000 shall be transferred to the economic development authority for insurance economic development and international insurance economic development.

Sec. 6. IOWA FINANCE AUTHORITY.

1. There is appropriated from the general fund of the state to the Iowa finance authority for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amounts, or so much thereof as is necessary, to be used for the purposes designated:

a. Rent subsidy program

(1) To provide reimbursement for rent expenses to eligible persons under the home and community-based services rent subsidy program established in section 16.55:

..... \$ 873,000

(2) Of the moneys appropriated in this paragraph, not more than \$35,000 may be used for administrative costs.

b. Housing renewal pilot program

To provide housing renewal moneys to a nonprofit Iowa affiliate to award grants to eligible communities for a housing renewal pilot program:

..... \$ 550,000

2. Notwithstanding section 8.33, moneys appropriated in this section that remain unencumbered or unobligated at the close of the fiscal year shall not revert but shall remain available for expenditure for the purposes designated until the close of the succeeding fiscal year.

Sec. 7. IOWA FINANCE AUTHORITY AUDIT. The auditor of state is requested to review the audit of the Iowa finance authority performed by the auditor hired by the authority.

Sec. 8. DEPARTMENT OF WORKFORCE DEVELOPMENT. There is appropriated from the general fund of the state to the department of workforce development for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amounts, or so much thereof as is necessary, to be used for the

purposes designated:

1. WORKFORCE DEVELOPMENT OPERATIONS

a. For the operation of field offices and the workforce development board, and for not more than the following full-time equivalent positions:

.....	\$	6,902,636
.....	FTEs	167.45

b. Of the moneys appropriated in paragraph "a", the department shall allocate \$150,000 to the state library for the purpose of licensing an online resource which prepares persons to succeed in the workplace through programs which improve job skills and vocational test-taking abilities.

2. OFFENDER REENTRY PROGRAM

a. For the development and administration of an offender reentry program to provide offenders with employment skills, and for not more than the following full-time equivalent positions:

.....	\$	387,158
.....	FTEs	5.00

b. The department of workforce development shall partner with the department of corrections to provide staff within the correctional facilities resources to improve offenders' abilities to find and retain productive employment.

3. INTEGRATED INFORMATION FOR IOWA SYSTEM

For the payment of services provided by the department of administrative services related to the integrated information for Iowa system:

.....	\$	228,822
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4. WORKPLACE INJURY AND SAFETY SURVEYS

For the operation of workplace safety surveys and workplace data collection and analysis, including salaries, support, maintenance, and miscellaneous purposes, and for not more than the following full-time equivalent positions:

.....	\$	125,555
.....	FTEs	2.55

5. SUMMER YOUTH INTERN PILOT PROGRAM

For the funding of a summer youth intern pilot program that helps young people at risk of not graduating from high school to explore and prepare for high-demand careers through summer

work experience, including the development of soft skills:

..... \$ 250,000

6. VOCATIONAL REHABILITATION SERVICES DIVISION

a. For salaries, support, maintenance, and miscellaneous purposes, and for not more than the following full-time equivalent positions:

..... \$ 6,226,739

..... FTEs 251.00

For purposes of optimizing the job placement of individuals with disabilities, the division shall make its best efforts to work with community rehabilitation program providers for job placement and retention services for individuals with significant disabilities and most significant disabilities. By January 15, 2026, the division shall submit a written report to the general assembly regarding the division's outreach efforts with community rehabilitation program providers.

b. For matching moneys for programs to enable persons with severe physical or mental disabilities to function more independently, including salaries and support, and for not more than the following full-time equivalent positions:

..... \$ 84,804

..... FTEs 1.00

c. For the entrepreneurs with disabilities program established pursuant to section 84H.4:

..... \$ 138,506

d. For costs associated with centers for independent living:

..... \$ 86,547

7. ADULT EDUCATION AND LITERACY PROGRAMS

For distribution as grants to community colleges for the purpose of adult basic education programs for students requiring instruction in English as a second language:

..... \$ 500,000

In issuing grants under this subsection, the department of workforce development shall use the same application process and criteria as are used for purposes of awarding grants to community colleges for the purpose of adult basic education programs for students requiring instruction in English as a second language using moneys that are appropriated to the

department from the Iowa skilled worker and job creation fund created in section 8.57J.

8. REGISTERED APPRENTICESHIP DEVELOPMENT PROGRAMS

For the funding of the registered apprenticeship development programs under chapter 84F to encourage small to midsize businesses to start or grow registered apprenticeships:

..... \$ 760,000

Notwithstanding section 8.33, moneys appropriated in this section that remain unencumbered or unobligated at the close of the fiscal year shall not revert but shall remain available for expenditure for the purposes designated until the close of the succeeding fiscal year.

Sec. 9. DEPARTMENT OF WORKFORCE DEVELOPMENT — EMPLOYEE MISCLASSIFICATION PROGRAM. There is appropriated from the general fund of the state to the department of workforce development for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amount, or so much thereof as is necessary, to be used for the purposes designated:

For enhancing efforts to investigate employers that misclassify workers, and for not more than the following full-time equivalent positions:

..... \$ 379,631  
..... FTEs 4.00

Sec. 10. DEPARTMENT OF WORKFORCE DEVELOPMENT — SPECIAL EMPLOYMENT SECURITY CONTINGENCY FUND.

1. There is appropriated from the special employment security contingency fund created in section 96.13 to the department of workforce development for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amount, or so much thereof as is necessary, to be used for field offices:

..... \$ 4,616,084

2. Any remaining additional penalty and interest revenue collected by the department of workforce development is appropriated to the department for the fiscal year beginning July 1, 2025, and ending June 30, 2026, to accomplish the mission of the department.

Sec. 11. IOWA SKILLED WORKER AND JOB CREATION FUND.

1. There is appropriated from the Iowa skilled worker and

job creation fund created in section 8.57J to the following departments, agencies, and institutions for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amounts, or so much thereof as is necessary, to be used for the purposes designated:

a. ECONOMIC DEVELOPMENT AUTHORITY

(1) For the purposes of providing assistance as described in section 15.335B for the high quality jobs program:

..... \$ 11,700,000

(a) From the moneys appropriated in this subparagraph (1), the economic development authority may use not more than \$1,000,000 for purposes of providing infrastructure grants to main street communities under the main street Iowa program.

(b) As a condition of receiving moneys appropriated in this subparagraph (1), an entity shall testify upon the request of the joint appropriations subcommittee on economic development regarding the expenditure of such moneys.

(2) For support of the manufacturing 4.0 technology investment program established in section 15.371:

..... \$ 2,016,675

(3) For the empower rural Iowa program:

..... \$ 700,000

b. STATE BOARD OF REGENTS AND REGENTS INSTITUTIONS

(1) STATE BOARD OF REGENTS. For capacity building infrastructure in areas related to technology commercialization, marketing and business development efforts in areas related to technology commercialization, entrepreneurship, and business growth, and infrastructure projects and programs needed to assist in implementation of activities under chapter 262B:

..... \$ 3,000,000

(a) Of the moneys appropriated pursuant to this subparagraph (1), 35 percent shall be allocated for Iowa state university of science and technology, 35 percent shall be allocated for the state university of Iowa, and 30 percent shall be allocated for the university of northern Iowa.

(b) The institutions shall provide a one-to-one match of additional moneys for the activities funded with moneys appropriated under this subparagraph (1).

(c) The state board of regents shall submit a report by January 15, 2026, to the governor and the general assembly regarding the activities, projects, and programs funded with moneys appropriated under this subparagraph (1), The report shall be provided in an electronic format and shall include a list of metrics and criteria mutually agreed to in advance by the board of regents and the economic development authority. The metrics and criteria shall allow the governor's office and the general assembly to quantify and evaluate the progress of the board of regents institutions with regard to their activities, projects, and programs in the areas of technology commercialization, entrepreneurship, regional development, and market research.

(2) IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY. For small business development centers, the research park, and the center for industrial research and service, and for not more than the following full-time equivalent positions:

.....	\$	2,424,302
.....	FTEs	50.94

(a) Of the moneys appropriated in this subparagraph (2), Iowa state university of science and technology shall allocate at least \$735,728 for purposes of funding small business development centers. Iowa state university of science and technology may allocate the appropriated moneys to the various small business development centers in any manner necessary to achieve the purposes of this subparagraph.

(b) Iowa state university of science and technology shall do all of the following:

(i) Direct expenditures for research toward projects that will provide economic stimulus for Iowa.

(ii) Provide emphasis to providing services to Iowa-based companies.

(c) It is the intent of the general assembly that the industrial incentive program focus on Iowa industrial sectors and seek contributions and in-kind donations from businesses, industrial foundations, and trade associations, and that moneys for the center for industrial research and service industrial incentive program shall be allocated only for projects which are matched by private sector moneys for directed contract

research or for nondirected research. The match required of small businesses as defined in section 15.102 for directed contract research or for nondirected research shall be \$1 for each \$3 of state funds. The match required for other businesses for directed contract research or for nondirected research shall be \$1 for each \$1 of state funds. The match required of industrial foundations or trade associations shall be \$1 for each \$1 of state funds.

(d) Iowa state university of science and technology shall report annually to the general assembly the total amount of private contributions, the proportion of contributions from small businesses and other businesses, and the proportion for directed contract research and nondirected research of benefit to Iowa businesses and industrial sectors.

(3) STATE UNIVERSITY OF IOWA

(a) For the state university of Iowa research park and for university of Iowa pharmaceuticals located at the research park, including salaries, support, maintenance, equipment, and miscellaneous purposes, and for not more than the following full-time equivalent positions:

.....	\$	209,279
.....	FTEs	6.00

The state university of Iowa shall do all of the following:

(i) Direct expenditures for research toward projects that will provide economic stimulus for Iowa.

(ii) Provide emphasis to providing services to Iowa-based companies.

(b) For the purpose of implementing the entrepreneurship and economic growth initiative, and for not more than the following full-time equivalent positions:

.....	\$	2,000,000
.....	FTEs	8.00

(4) UNIVERSITY OF NORTHERN IOWA

For the metal casting and foundry 4.0 centers, advance Iowa, family business center, and the institute for decision making, including salaries, support, maintenance, and miscellaneous purposes, and for not more than the following full-time equivalent positions:

.....	\$	1,466,419
-------	----	-----------

..... FTEs 13.00

The university of northern Iowa shall do all of the following:

(a) Direct expenditures for research toward projects that will provide economic stimulus for Iowa.

(b) Provide emphasis to providing services to Iowa-based companies.

(5) As a condition of receiving moneys appropriated in this lettered paragraph "b", an entity shall testify upon the request of the joint appropriations subcommittee on economic development regarding the expenditure of such moneys.

c. DEPARTMENT OF WORKFORCE DEVELOPMENT

(1) For staffing costs related to completing workforce preparation outcome reporting in conjunction with the department of education:

..... \$ 125,000

(2) For distribution to community colleges for the purposes of implementing adult education and literacy programs pursuant to section 84A.19:

..... \$ 5,500,000

(a) From the moneys appropriated in this numbered subparagraph, \$3,883,000 shall be allocated pursuant to the formula established in section 260C.18C.

(b) From the moneys appropriated in this numbered subparagraph, not more than \$150,000 shall be used by the department of workforce development for implementation of adult education and literacy programs pursuant to section 84A.19.

(c) From the moneys appropriated in this numbered subparagraph, not more than \$1,257,000 shall be distributed as grants to community colleges for the purpose of adult basic education programs for students requiring instruction in English as a second language. The department of workforce development shall establish an application process and criteria to award grants pursuant to this subparagraph division to community colleges. The criteria shall be based on need for instruction in English as a second language in the region served by each community college as determined by factors including data from the latest federal decennial census and outreach efforts to determine regional needs.

(d) From the moneys appropriated in this numbered subparagraph, \$210,000 shall be transferred to the department of health and human services for purposes of administering a program to provide access to international resources to Iowans and new Iowans to provide economic and leadership development resulting in Iowa being a more welcoming place to live, work, and raise a family. The program shall provide supplemental support services for international refugees to improve learning, English literacy, life skills, cultural competencies, and integration in a county with a population over 350,000 as determined by the 2020 federal decennial census. The department of health and human services shall utilize a request for proposals process to identify the entity best qualified to implement the program.

(3) For the funding of internships for students studying in the fields of science, technology, engineering, and mathematics with eligible Iowa employers as provided in section 84A.21, subsection 2, paragraph "c":

..... \$ 633,325

2. Notwithstanding section 8.33, moneys appropriated in this section that remain unencumbered or unobligated at the close of the fiscal year shall not revert but shall remain available for expenditure for the purposes designated until the close of the succeeding fiscal year.

Sec. 12. GENERAL FUND — CERTAIN REGENTS INSTITUTIONS.

1. There is appropriated from the general fund of the state to the following institutions for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amounts, or so much thereof as is necessary, to be used for the purposes designated:

a. IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

In cooperation with the economic development authority, for support of a biosciences innovation ecosystem, to strengthen Iowa's leadership positions in the area of bio-based chemicals, digital agriculture, vaccines, and medical devices, including salaries, support, maintenance, and miscellaneous purposes, and for not more than the following full-time equivalent positions:

..... \$ 2,963,995

..... FTEs 9.18

b. STATE UNIVERSITY OF IOWA

In cooperation with the economic development authority, for support of a biosciences innovation ecosystem, to strengthen Iowa's leadership positions in the area of bio-based chemicals, digital agriculture, vaccines, and medical devices, including salaries, support, maintenance, and miscellaneous purposes, and for not more than the following full-time equivalent positions:

.....	\$	1,000,000
.....	FTEs	4.35

c. UNIVERSITY OF NORTHERN IOWA

For equipment and technology to expand the university's additive manufacturing capabilities related to investment castings technology and industry support, including salaries, support, maintenance, and miscellaneous purposes, and for not more than the following full-time equivalent positions:

.....	\$	394,321
.....	FTEs	2.73

The university of northern Iowa shall make a good-faith effort to coordinate with private entities to seek moneys to supplement this appropriation to support the expansion of the university's additive manufacturing capabilities.

2. Notwithstanding section 8.33, moneys appropriated in subsection 1, paragraphs "a" and "b", that remain unencumbered or unobligated at the close of the fiscal year shall not revert but shall remain available for expenditure for the purposes designated until the close of the succeeding fiscal year.

DIVISION II

FY 2025-2026 CONTINGENT APPROPRIATION

Sec. 13. ECONOMIC DEVELOPMENT AUTHORITY. There is appropriated from the grow Iowa values fund created in section 15G.108, Code 2009, to the economic development authority for the fiscal year beginning July 1, 2025, and ending June 30, 2026, the following amount, or so much thereof as is necessary, to be used for the purposes designated:

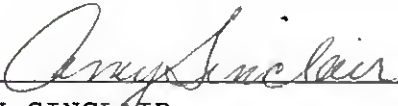
For deposit in the grocer reinvestment and local food processing fund created in section 15.415, if enacted by 2025 Iowa Acts, House File 1032:

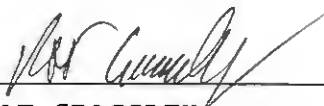
.....	\$	1,250,000
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DIVISION III  
HOUSING RENEWAL PILOT PROGRAM

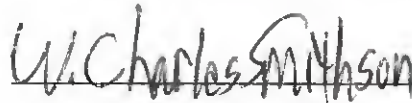
Sec. 14. 2022 Iowa Acts, chapter 1148, section 20, subsection 9, as enacted by 2023 Iowa Acts, chapter 110, section 18, is amended to read as follows:

9. This section is repealed July 1, ~~2025~~ 2028.

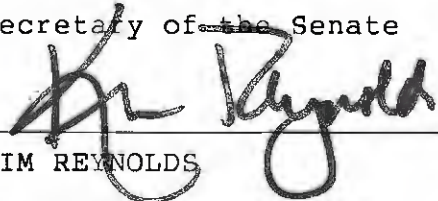
  
\_\_\_\_\_  
AMY SINCLAIR  
President of the Senate

  
\_\_\_\_\_  
PAT GRASSLEY  
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 645, Ninety-first General Assembly.

  
\_\_\_\_\_  
W. CHARLES SMITHSON  
Secretary of the Senate

Approved , 2025

  
\_\_\_\_\_  
KIM REYNOLDS  
Governor

**EXHIBIT B**  
**SPECIAL CONDITIONS**

1. **Funds That Qualify for Match**

SBDC Regional Center must obtain matching funds from non-federal sources.

- a. Such sources can include, but are not limited to, the following: donations from banks, host institution additional cash contributions, economic development agencies, or Pappajohn Entrepreneurial Center funds.
- b. Match cannot include program income funds or host institution contributions already committed to the annual SBA contract.
- c. No other Regents Funds sources can be used as match.
- d. Compensation for services provided to the Subcontractor by the SBDC Regional Director or other paid consultants working at the Regional Director's direction, such as for teaching services, may not be used by the Subcontractor to satisfy its cash match requirements.

2. **Recording of Cash Match**

A separate account is not required for salaries and benefits that are reported as match. All other match is required to be maintained in a separate account.

3. **Monthly Reporting**

Economic impact and counseling sessions are to be reported in the SBDC Neoserra system by the 10<sup>th</sup> day of each month following the activity. Reporting for this Subcontract will be for the 7/1/25 – 4/30/26 time period. Approximately 5% of the annual milestones will be applied to this Subcontract for reporting to the Board of Regents.

**FY 2026**

**Budget Sheet - Regents Innovation Fund**

Western Iowa Tech SBDC

7/1/2025-4/30/2026

	REGENTS INNOVATION FUND	CENTER MATCH	TOTAL FUNDS
<b>SALARIES, WAGES, TUITION</b>			
Director	1,000	1,000	2,000
Assoc. Directors			0
Professional Staff			0
Grad/Students			0
Administrative Staff			0
Total Employees	1,000	1,000	2,000
<b>BENEFITS</b>	400	400	800
<b>CONSULTANTS</b>	500	500	1,000
<b>TRAVEL</b>			
In-State Travel	2,400	2,400	4,800
Out of State Travel	1,000	1,000	2,000
<b>PERMANENT EQUIPMENT</b>			0
<b>SUPPLIES</b>	200	200	400
Sub-Total	4,500	4,500	9,000
<b>OTHER</b>			
Telephone			0
Postage			0
Printing & Copying	100	100	200
Computer Service & Maintenance			0
Meetings/Trainings	800	800	1,600
Research & Publications			0
Certification/Dues	400	400	800
Facilities			0
Marketing	200	200	400
Total Other	1,500	1,500	3,000
<b>TOTAL</b>	<b>7,000</b>	<b>7,000</b>	<b>14,000</b>

Benefit rate is 40.00%

(if more than one benefit rate, list each rate separately)

Travel includes personal car mileage reimbursement at \$ \$0.52 per mile

plus meals, lodging, etc.

\_\_\_\_\_  
Signature - SBDC Regional Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Authorized Host Institution Representative/Officer

\_\_\_\_\_  
Date

EXHIBIT D-RIF  
Small Business Development Center Financial Report

CENTER NAME	CENTER LOCATION		FOR THE PERIOD
Center Name (Code)	City		Month, Year
	A. RIF Funds	B. Center Match	COMMENTS
<b>SALARIES, WAGES, TUITION</b>			
Director	\$ _____	\$ _____	_____
Asst. or Assoc. Director	_____	_____	_____
Professional Staff	_____	_____	_____
Grad/Students	_____	_____	_____
Administrative Staff	_____	_____	_____
<b>BENEFITS</b>			
<b>CONSULTANTS</b>			
<b>TRAVEL</b>			
In-State Travel	_____	_____	_____
Out of State Travel	_____	_____	_____
<b>PERMANENT EQUIPMENT</b>			
<b>SUPPLIES</b>			
<b>OTHER</b>			
Telephone	_____	_____	_____
Postage	_____	_____	_____
Printing & Copying	_____	_____	_____
Computer Service & Maintenance	_____	_____	_____
Meetings/Training	_____	_____	_____
Research & Publications	_____	_____	_____
Certifications/Dues	_____	_____	_____
Facilities	_____	_____	_____
Marketing	_____	_____	_____
<b>TOTAL DIRECT COSTS</b>	0.00	0.00	_____
Indirect Cost	_____	_____	_____
<b>TOTAL THIS PERIOD</b>	0.00	0.00	_____
Total Previous Reports	_____	_____	_____
<b>TOTAL TO DATE</b>	\$ 0.00	\$ 0.00	_____

"I certify that all expenditures are for appropriate purposes and in accordance with the agreement set forth in the application and award documents."

\_\_\_\_\_  
Signature - SBDC Regional Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature - Subcontractor's Financial Officer

\_\_\_\_\_  
Date



**DATE:** October 13, 2025

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

**FROM:** Darin Moeller, Executive Dean of Instruction  
Carmen Wilson, Associate Dean - Corporate Training and Consulting

**RE:** WIT Small Business Development Center Subcontract 029847J Amendment No 2  
Agreement with Iowa State University of Science and Technology

### **Background Information**

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

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

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

Amendment No. 2 to Subcontract No. 029847J with Iowa State University updates project leadership and funding. Specifically, Alicia Smith has been removed and Austin Strawhacker has been designated as the Iowa State University PTE Principal Investigator. In addition, Carmen Wilson has been replaced by Nick Demke as the Subcontractor Principal Investigator.

This amendment also provides additional funding to Western Iowa Tech Community College in the amount of \$49,880. No other terms or conditions of the subcontract have been revised.

### **Recommendation**

It is the administrative recommendation that the Board approve the Subcontract 029847J Amendment No 2 with Iowa State University.

**Subcontract Agreement No. 029847J  
Amendment No. 2**

Pass-Through Entity ("PTE"): Iowa State University of Science and Technology	Subcontractor ("Subcontractor"): Name: Western Iowa Tech Community College
PTE Principal Investigator ("PTE PI"): Austin Strawhacker	Subcontractor Principal Investigator ("Subcontractor PI"): Nick Demke
Federal Award Identification Number: SBAOEDSB250162	Federal Awarding Agency ("Awarding Agency"): U.S. Small Business Administration
Project Title ("Project"): 2025 Small Business Development Centers SBA Cooperative Agreement	
<b>Revised Subcontract Period of Performance ("Period of Performance"):</b> Start Date ("Start Date"): 1/1/2025                      End Date ("End Date"): 12/31/2025	
<b>Amount Funded This Action:</b> \$49,880	<b>Total Amount of Federal Funds Obligated to Date:</b> \$92,549
<b>Cost-Share Amount Required This Action:</b> \$0	<b>Total Cost-Share Amount Required to Date:</b> \$34,392

**Amendment(s) to Original Terms and Conditions**

This Amendment revises the above-referenced Subcontract Agreement as follows:

**Additional Funding**

Additional funding in the amount of \$49,880 is hereby obligated to this Subcontract.

**Pass-through Entity Principal Investigator Change**

Amended to remove Alicia Smith and add Austin Strawhacker as the Iowa State University Investigator.

**Subrecipient Principal Investigator Change:**

Amended to remove Carmen Wilson and add Nick Demke as the Western Iowa Tech Community College Principal Investigator.

**All other terms and conditions of this Subcontract Agreement remain in full force and effect.**

**By an Authorized Official of Pass-Through Entity:**

**By an Authorized Official of Subcontractor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CY 2025

**Budget Sheet - Contract Funds**

Western Iowa Tech

1/1/2025-12/31/2025

	SBA CONTRACT FUNDS	STATE CONTRACT FUNDS	CR-Final TOTAL CONTRACT FUNDS	CENTER MATCH	TOTAL FUNDS
<b>SALARIES, WAGES, TUITION</b>					
Director	33,083		33,083		33,083
Assoc. Directors			0		0
Professional Staff			0		0
Grad/Students			0		0
Administrative Staff			0		0
Total Employees	33,083	0	33,083	0	33,083
<b>BENEFITS</b>	15,261		15,261		15,261
<b>CONSULTANTS</b>	269		269		269
<b>TRAVEL</b>					
In-State Travel	1,078		1,078		1,078
Out of State Travel			0		0
<b>PERMANENT EQUIPMENT</b>			0		0
<b>SUPPLIES</b>	108		108		108
Sub-Total	16,716	0	16,716	0	16,716
<b>OTHER</b>					
Telephone			0		0
Postage			0		0
Printing & Copying			0		0
Computer Service & Maintenance			0		0
Meetings/Trainings	81		81		81
Research & Publications			0		0
Certification/Dues			0		0
Facilities			0		0
Marketing			0		0
Total Other	81	0	81	0	81
<b>TOTAL DIRECT COSTS</b>	49,880	0	49,880	0	49,880
<b>INDIRECT COST CHARGES</b>			0		0
<b>TOTAL</b>	49,880	0	49,880	0	49,880

1. DATE ISSUED MM/DD/YYYY 09/11/2025		1a. SUPERSEDES AWARD NOTICE dated 08/13/2025 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 59.037 - SMALL BUSINESS DEVELOPMENT CENTERS			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. SBAOEDSB250162-01-04 Formerly		5. TYPE OF AWARD Training	
4a. FAIN SBAOEDSB250162		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD From 01/01/2025		Through 12/31/2026	
7. BUDGET PERIOD From 01/01/2025		Through 12/31/2025	
8. TITLE OF PROJECT (OR PROGRAM) 2025 Small Business Development Centers SBA Cooperative Agreement			

**U.S. Small Business Administration**

**Office of Grants Management (OGM)**

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

**NOTICE OF AWARD**

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

9a. GRANTEE NAME AND ADDRESS IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY 515 Morrill Rd 1350 Beardshear Hall Iowa State University Ames, IA 50011-2105		9b. GRANTEE PROJECT DIRECTOR Mr. Austin Strawhacker 515 Morrill Rd 1350 Beardshear Hall Ames, IA 50011-0001 Phone: 515.294.3771	
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Andrea Rich 515 Morrill Rd 1350 Beardshear Hall Ames, IA 50011-2105 An authorized representative electronically signed the award on 09/18/2025		10b. FEDERAL PROJECT OFFICER Traci Giddens 409 3rd St SW Washington, DC 20416-0011 Phone: N/A	

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) 932,510.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods 0.00			
a. Salaries and Wages	1,285,868.00			c. Less Cumulative Prior Award(s) This Budget Period 932,510.00			
b. Fringe Benefits	478,779.00			<b>d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 0.00</b>			
c. Total Personnel Costs	1,764,647.00			<b>13. Total Federal Funds Awarded to Date for Project Period 932,510.00</b>			
d. Equipment	0.00			<b>14. RECOMMENDED FUTURE SUPPORT</b> (Subject to the availability of funds and satisfactory progress of the project):			
e. Supplies	3,565.00			YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
f. Travel	82,738.00			a. 2		d. 5	
g. Construction	38,718.00			b. 3		e. 6	
h. Other	27,318.00			c. 4		f. 7	
i. Contractual	0.00			<b>15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:</b>			
j. TOTAL DIRECT COSTS	1,916,986.00			a. DEDUCTION			
k. INDIRECT COSTS	298,869.00			b. ADDITIONAL COSTS			
<b>l. TOTAL APPROVED BUDGET</b>	<b>2,215,855.00</b>			c. MATCHING			
m. Federal Share	932,510.00			d. OTHER RESEARCH (Add / Deduct Option)			
n. Non-Federal Share	1,283,345.00			e. OTHER (See REMARKS)			
				<b>16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:</b>			
				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached -  Yes  No)

This amendment is prepared to approve the grantee's request to change the PI from Alicia Smith to Austin Strawhacker. All terms and conditions remain the same.

**GRANTS MANAGEMENT OFFICIAL:**

Erika Beasley, Grant Management Specialist  
409 3rd St SW  
Washington, DC 20416-0011  
Phone: 202-505-7266

17.OBJ CLASS 4110	18a. VENDOR CODE 1426004224A1	18b. EIN 426004224	19a. UEI DQDBM7FGJPC5	19b. DUNS 005309844	20. CONG. DIST. 04
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. 2025.560400DB.603001	b. OEDSB250162A	c. OEDSB	d. \$0.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 09/11/2025
GRANT NO. SBAOEDSB250162-01-04	

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**Terms and Conditions**

1. SBA Award Standard Terms.

# AWARD ATTACHMENTS

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

SBAOEDSB250162-01-04

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1. 2025 Terms and Conditions Final

# SBA Award Standard Terms

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

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

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

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

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

([https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab_02.tpl) ).

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

## 3. Standard Term - Award Expectations

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

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

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

#### **5. Standard Term - Future Funding**

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

#### **6. Standard Term - Non-Supplant**

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

#### **7. Standard Term - Unallowable Costs**

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

#### **8. Standard Term - Prior Approval**

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

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

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

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

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

## 9. Standard Term - Equipment

(a) **Title.** Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with [paragraphs \(b\), \(c\), and \(e\)](#) of this section.

(b) **General.** A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow [paragraphs \(c\)](#) through [\(e\)](#) of this section.

(c) **Use.**

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in [§ 200.307](#) to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) **Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) **Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously

supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.

(2) Except as provided in [§ 200.312\(b\)](#), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$10,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition.

## 10. Standard Term – Indirect Cost

(a) **Facilities and administration classification.** For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the “Administration” category; for IHEs, they are included in the “Facilities” category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) **Diversity of nonprofit organizations.** Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of

operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) ***Federal Agency Acceptance of Negotiated Indirect Cost Rates.*** (See also [§ 200.306](#).)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in [paragraph \(c\)\(3\)](#) of this section.

(2) The Federal awarding agency head or delegate must notify OMB of any approved deviations.

(3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates.

(4) As required under [§ 200.204](#), the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under [paragraph \(e\)\(1\)](#) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in [§ 200.332\(a\)\(4\)](#).

(e) Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX as follows:

(1) Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200—Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200—Hospital Cost Principles.

(f) In addition to the procedures outlined in the appendices in [paragraph \(e\)](#) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As

described in [§ 200.403](#), costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, [25 U.S.C. 450b\(1\)](#)) must be available publicly on an OMB-designated Federal website.

## **11. Standard Term - Administrative and National Policy Requirements**

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

## **12. Standard Term - Executive Pay**

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

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

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

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

### **13. Standard Term - Non-federal Entity Responsibilities**

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

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

#### **14. Standard Term - SAM and UEI**

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

##### **A. Requirement for System of Award Management**

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

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

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

#### **15. Standard Term - Federal Financial Accountability and Transparency Act (FFATA)**

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

##### **a. Reporting of first-tier subawards.**

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

##### **2. Where and when to report.**

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

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

3. What to report.

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

b. Reporting Total Compensation of Recipient Executives.

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

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

ii. in the preceding fiscal year, you received—

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

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

i. To the non-federal entity.

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

d. Exemptions

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

i. Subawards, and

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

e. Definitions. For purposes of this award term:

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. Subaward:

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

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

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

4. Subrecipient means an entity that:

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

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

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

i. Salary and bonus.

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

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

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

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

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

**16. Standard Term - Fixed Amount Awards**

**(a) Federal award instrument.** The [Federal awarding agency](#) or [pass-through entity](#) must decide on the appropriate instrument for the [Federal award](#) (*i.e.*, [grant agreement](#), [cooperative agreement](#), or contract) in accordance with the Federal Grant and [Cooperative Agreement Act \(31 U.S.C. 6301-08\)](#).

**(b) Fixed amount awards.** In addition to the options described in [paragraph \(a\)](#) of this section, Federal awarding agencies, or pass-through entities as permitted in § 200.333, may use [fixed](#)

amount awards (see *Fixed amount awards* in [§ 200.1](#)) in the amount of \$500,000.00 to which the following conditions apply:

(1) The Federal award amount is negotiated using the cost principles (or other pricing information) as a guide. The Federal awarding agency or pass-through entity may use fixed amount awards if the project scope has measurable goals and objectives and if adequate cost, historical, or unit pricing data is available to establish a fixed amount award based on a reasonable estimate of actual cost. Payments are based on meeting specific requirements of the Federal award. Accountability is based on performance and results. Except in the case of termination before completion of the Federal award, there is no governmental review of the actual costs incurred by the non-Federal entity in performance of the award. Some of the ways in which the Federal award may be paid include, but are not limited to:

(i) In several partial payments, the amount of each agreed upon in advance, and the “milestone” or event triggering the payment also agreed upon in advance, and set forth in the Federal award;

(ii) On a unit price basis, for a defined unit or units, at a defined price or prices, agreed to in advance of performance of the Federal award and set forth in the Federal award; or,

(iii) In one payment at Federal award completion.

(2) A fixed amount award cannot be used in programs which require mandatory cost sharing or match.

(3) The non-Federal entity must certify in writing to the Federal awarding agency or pass-through entity at the end of the Federal award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.

(4) Periodic reports may be established for each Federal award.

## **17. Standard Term - FAPIIS - Recipient Integrity and Performance**

Appendix XII to 2 CFR Part 200

### **A. Reporting of Matters Related to Recipient Integrity and Performance**

#### **1. General Reporting Requirement**

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

#### **2. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

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

### 4. Reporting Frequency

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

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

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

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

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

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

## **18. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.**

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

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

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

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

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

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

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

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

considered a third party). Additionally, in each instance where You use the SBA logo, You must also include the acknowledgement of support statement in reasonably close proximity to the logo.

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

#### **19. Standard Term - Acknowledgement of Federal Funding at Conferences and Meetings**

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

#### **20. Standard Term - Mandatory Disclosures**

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

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

AND

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

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

**Reporting Requirements (Contracts and Subcontracts) FAR 52.203-13:** Reporting Requirements (Contracts and Subcontracts) FAR 52.203-13: A Contractor must exercise due diligence to prevent and detect criminal conduct and promote an organizational culture that encourages ethical conduct and commitment to compliance with the law, including establishing an internal control system. Accordingly, the Contractor shall timely disclose, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with any Federal award, performance, or Government contract or subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, or a violation of the civil False Claims Act, 31 U.S.C. 3729-3733.

**Combating Trafficking in Persons (Contracts, Subcontracts, and Grantees) FAR 52.222-50:** Contractors must inform the Contracting Officer and the OIG immediately of any credible information it receives from any source that alleges any employee, subcontractor, or subcontractor employee has engaged in severe forms of trafficking in persons, procured commercial sex acts, or used forced labor in the performance of the contract.

**Pursuant to the Consolidated Appropriations Act of 2023 (P.L. 117-328) Section 632** Title VI Division E, all grant recipients must ensure they clearly state in all press releases pertaining to their current SBA grant award the following:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project of program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental source

## **21.Lobbying**

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

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

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

## **22. Drug-Free Workplace**

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

## **23. Non- Transferability**

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

## **24. Standard Term - Termination**

By the Federal agency or pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award **2 CFR 200.340(a)(1)**

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

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

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

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

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b) Procure a commercial sex act during the period of time that the award is in effect; or

c) Use forced labor in the performance of the award or subawards under the award.

2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

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

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

i. Associated with performance under this award; or

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

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

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

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

a) Associated with performance under this award; or

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

c. Provisions applicable to any non-federal entity.

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

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

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

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

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

d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services

are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

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

3) "Private entity":

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

- Includes:

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

A for-profit organization.

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

## **26. Standard Term - Accessibility Provisions**

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

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

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

## **27. Standard Term - Accessibility of Facilities and Events**

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

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

arrangements]."

### **28. Standard Term - Data Collection and Performance Measurement:**

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

Please contact your GOTR for additional submission information.

### **29. Standard Term - Procurement of Goods and Services:**

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

### **30. Standard Term - Procurements by states.**

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).

#### **General procurement standards.**

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization

which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(1) The non-Federal entity may use a time-and-materials type contract only after a determination

that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(j) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

### 31. Standard Term – Audits

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

**Audit required.** A non-Federal entity that expends \$1,000,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) **Single audit.** A non-Federal entity that expends \$1,000,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with [§ 200.514](#) except when it elects to have a program-specific audit conducted in accordance with [paragraph \(c\)](#) of this section.

(c) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with [§ 200.507](#). A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in

advance a program-specific audit.

(d) **Exemption when Federal awards expended are less than \$1,000,000.00.** A non-Federal entity that expends less than \$1,000,000.00 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in [§ 200.503](#), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) **Federally Funded Research and Development Centers (FFRDC).** Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) **Subrecipients and contractors.** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section [§ 200.331](#) sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) **Compliance responsibility for contractors.** In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) **For-profit subrecipient.** Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also [§ 200.332](#).

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

### **32. Standard Term – Recordkeeping**

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- a. The time and attendance of employees whose salaries are charged to this Award,

with sufficient detail to substantiate the claimed percentage of work performed in support of this project.

- b. Contact information for project clients and a log of the type and amount of assistance provided.
- c. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313.
- d. Your ledgers and annual A-133 Audit Report. If You are not subject to the requirements of the Single Audit Act, You must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- e. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- f. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- g. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B

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

### **33. Standard Term – Closeout Requirements**

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

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

### **34. Standard Term - Ad Hoc Submissions**

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

- Payroll
- Invoices
- Consultant Contract documentation
- Proof of project implementation

### **35. Standard Term - Submitting Responses to Conditions and Reporting Requirements**

Unless otherwise identified in the special terms and conditions of award and post award requests,

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

### **36. Standard Term - UEI**

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

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

### **37. Standard Term – Whistleblower Protection**

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

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

#### **Reporting Fraud**

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

### **38. Standard Term – Restrictions on Certain Types of Clients**

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

- is other than small;
- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- derives more than one-third of its gross annual revenue from legal gambling activities;
- presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project

resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

### **39. Standard Term – Governing Authority/Order of Precedence**

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

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

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

### **40. Standard Term – Buy America Preferences for Infrastructure Projects**

(a) *Purpose.* This part provides guidance to Federal agencies on the implementation of the Buy America Preference applicable to Federal financial assistance set forth in part I of subtitle A, Buy America Sourcing Preferences, of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act ([Pub. L. 117-58](#)) at division G, title IX, subtitle A, part I, sections 70911 through 70917.

(b) *Policy.* The head of each Federal agency must ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. See section 70914(a) of the Build America Buy America Act.

#### **§ 184.2 Applicability, effective date, and severability.**

(a) *Non-applicability of this part to existing Buy America Preferences.* This part does not apply to a Buy America Preference meeting or exceeding the requirements of section 70914 of the Build America, Buy America Act applied by a Federal agency to Federal awards for infrastructure projects before November 15, 2021.

(b) *Effective date of this part.* The effective date of this part is October 23, 2023. Except as provided in [paragraph \(c\)](#) of this section, this part applies to Federal awards obligated on or after its effective date. Awards obligated on or after May 14, 2022, the effective date of the Build America, Buy America Act, and before the effective date of this part, are instead subject to OMB Memorandum M-22-11.

(c) **Modified effective date of this part for certain infrastructure projects.** If an infrastructure project that has previously received a federal award obligated on or after May 14, 2022, but before the effective date of this part receives an additional Federal award obligated within one year of the effective date of this part, the additional Federal award is subject to OMB Memorandum M-22-11. However, if significant design or planning changes are made to the infrastructure project, the Federal agency may apply this part to the additional Federal award. Federal awards for an infrastructure project obligated after one year from the effective date of this part are subject to this part, regardless of whether this part applied to previous awards for the project.

(d) **Severability.** The provisions of this part are separate and severable from one another. OMB intends that if a provision of this part is held to be invalid or unenforceable as applied to a particular person or circumstance, the provision should be construed so as to continue to give the maximum effect permitted by law as applied to other persons not similarly situated or to dissimilar circumstances. If any provision is determined to be wholly invalid and unenforceable, it should be severed from the remaining provisions of this part, which should remain in effect.

#### **41. Standard Term – Prohibition Against the Promotion of Gender Ideology**

In accordance with the Executive Order of January 20, 2025 ([Defending Women From Gender Ideology Extremism And Restoring Biological Truth To The Federal Government](#)), Federal funds cannot be used for the promotion of gender ideology. Recipients must ensure they do not use grant funds or other project resources to support activities which promote gender ideology as defined in the Executive Order

#### **42. Standard Term - Compliance with Federal Anti-Discrimination Laws Is a Prerequisite for Payment**

Recipient acknowledges that compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. Failure to demonstrate such compliance may result in withholding of payment under this award. For additional guidance, see [Ending Illegal Discrimination And Restoring Merit-Based Opportunity – The White House](#).

#### **43. Standard Term - Certification Regarding DEI or DEIA Programs**

By accepting this award, the recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) or diversity, equity, inclusion and accessibility (DEIA) that violate any applicable Federal anti-discrimination laws. For additional guidance, see [Ending Illegal Discrimination And Restoring Merit-Based Opportunity – The White House](#).

## Definitions

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

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

1. DATE ISSUED MM/DD/YYYY 09/22/2025		1a. SUPERSEDES AWARD NOTICE dated 09/11/2025 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 59.037 - SMALL BUSINESS DEVELOPMENT CENTERS			
3. ASSISTANCE TYPE Cooperative Agreement			
4. GRANT NO. SBAOEDSB250162-01-05 Formerly		5. TYPE OF AWARD Training	
4a. FAIN SBAOEDSB250162		5a. ACTION TYPE Post Award Amendment	
6. PROJECT PERIOD From 01/01/2025		Through 12/31/2026	
7. BUDGET PERIOD From 01/01/2025		Through 12/31/2025	
8. TITLE OF PROJECT (OR PROGRAM) 2025 Small Business Development Centers SBA Cooperative Agreement			

**U.S. Small Business Administration**

**Office of Grants Management (OGM)**

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

**NOTICE OF AWARD**

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

9a. GRANTEE NAME AND ADDRESS IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY 515 Morrill Rd 1350 Beardshear Hall Iowa State University Ames, IA 50011-2105		9b. GRANTEE PROJECT DIRECTOR Mr. Austin Strawhacker 515 Morrill Rd 1350 Beardshear Hall Ames, IA 50011-0001 Phone: 515.294.3771	
10a. GRANTEE AUTHORIZING OFFICIAL Ms. Andrea Rich 515 Morrill Rd 1350 Beardshear Hall Ames, IA 50011-2105		10b. FEDERAL PROJECT OFFICER Traci Giddens 409 3rd St SW Washington, DC 20416-0011 Phone: N/A	

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)				12. AWARD COMPUTATION			
I Financial Assistance from the Federal Awarding Agency Only				a. Amount of Federal Financial Assistance (from item 11m) 1,243,346.00			
II Total project costs including grant funds and all other financial participation				b. Less Unobligated Balance From Prior Budget Periods 0.00			
a. Salaries and Wages	1,491,046.00			c. Less Cumulative Prior Award(s) This Budget Period 932,510.00			
b. Fringe Benefits	556,857.00			d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 310,836.00			
c. Total Personnel Costs	2,047,903.00			13. Total Federal Funds Awarded to Date for Project Period 1,243,346.00			
d. Equipment	0.00			14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
e. Supplies	3,855.00			YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
f. Travel	85,689.00			a. 2		d. 5	
g. Construction	39,747.00			b. 3		e. 6	
h. Other	30,442.00			c. 4		f. 7	
i. Contractual	0.00			15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
j. TOTAL DIRECT COSTS	2,207,636.00			a. DEDUCTION			
k. INDIRECT COSTS	319,055.00			b. ADDITIONAL COSTS			
l. TOTAL APPROVED BUDGET	2,526,691.00			c. MATCHING			
m. Federal Share	1,243,346.00			d. OTHER RESEARCH (Add / Deduct Option)			
n. Non-Federal Share	1,283,345.00			e. OTHER (See REMARKS)			
				16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
				a. The grant program legislation			
				b. The grant program regulations.			
				c. This award notice including terms and conditions, if any, noted below under REMARKS.			
				d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.			
				In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached -  Yes  No)

This amendment is prepared to release the remaining 2025 Federal funds in the amount of \$310,836.00. The total amount of your Federal award is \$1,243,346.00. All terms and conditions remain the same.

**GRANTS MANAGEMENT OFFICIAL:**

Erika Beasley, Grant Management Specialist  
409 3rd St SW  
Washington, DC 20416-0011  
Phone: 202-505-7266

17. OBJ CLASS 4110	18a. VENDOR CODE 1426004224A1	18b. EIN 426004224	19a. UEI DQDBM7FGJPC5	19b. DUNS 005309844	20. CONG. DIST. 04
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. 2025.560400DB.603001	b. OEDSB250162A	c. OEDSB	d. \$310,836.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 09/22/2025
GRANT NO. SBAOEDSB250162-01-05	

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**Terms and Conditions**

1. SBA Award Standard Terms.

# AWARD ATTACHMENTS

IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

SBAOEDSB250162-01-05

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1. Iowa T&C
2. 2025 Terms and Conditions Final

## Program Terms and Conditions

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

### \*Program Term 2: Points of Contact

#### 1. Grants Management Specialist (GMS)

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

#### 2. Grant Officer Technical Representative (GOTR)

Name: Traci Giddens  
 Address: U.S. Small Business Administration  
 Office of Small Business Development Centers  
 409 3<sup>rd</sup> Street, S.W. 6<sup>th</sup> Floor  
 Washington, DC 20416  
 Telephone Number: (786) 759-9903  
 Email Address: [traci.giddens@sba.gov](mailto:traci.giddens@sba.gov)

#### 3. District Office Project Officer (PO)

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

\*See additional Point of Contacts on Notice of Award.

## Approved Budget

COST CATEGORY & SUB-ITEMS	FEDERAL SHARE	NON-FEDERAL SHARE			TOTAL AMOUNT
	SBA	CASH	IN-KIND	INDIRECT	
a. Personnel	\$ 820,709.00	\$ 670,337.00	\$ -		\$ 1,491,046.00
b. Fringe Benefits	\$ 312,313.00	\$ 244,544.00	\$ -	\$ -	\$ 556,857.00
c. Travel	\$ 11,805.00	\$ 73,884.00	\$ -	\$ -	\$ 85,689.00
d. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
e. Supplies	\$ 1,160.00	\$ 2,695.00	\$ -	\$ -	\$ 3,855.00
f. Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
g. Consultants	\$ 4,114.00	\$ 35,633.00	\$ -	\$ -	\$ 39,747.00
h. Other	\$ 12,499.00	\$ 17,943.00	\$ -	\$ -	\$ 30,442.00
i. Total Direct Charges	\$ 1,162,600.00	\$ 1,045,036.00	\$ -		\$ 2,207,636.00
j. Indirect Charges	\$ 80,746.00	\$ -	\$ -	\$ 238,309.00	\$ 319,055.00
<b>TOTALS</b>	<b>\$ 1,243,346.00</b>	<b>\$ 1,045,036.00</b>	<b>\$ -</b>	<b>\$ 238,309.00</b>	<b>\$ 2,526,691.00</b>

**RECIPIENT:** Iowa State University of Science and Technology  
**COOPERATIVE AGREEMENT NO.:** SBAOEDSB250162-01-05  
**PAYMENT COOPERATIVE AGREEMENT NO.:** SBAHQ25B0009  
**ADMINISTRATIVE CODE:** NO: 5603001EZ08250

**NOTICE OF AWARD**

## **Program Term 4: Special Terms and Conditions**

### **Award Expectations and Project Deliverables**

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

The approved goals for this award are as follows:

Clients Advised	3,311
Capital Infusion Transactions	467
New Business Starts	177

### **Special Conditions**

N/A

### **Program Lead Center and Network Service Centers**

1. Iowa State University (ISU) - Lead Center
2. Iowa State University - Mid Iowa SBDC
3. Iowa State University - ISU SBDC
4. Eastern Iowa Community College District - Eastern Iowa SBDC
5. Iowa Western Community College - Iowa Western SBDC
6. Indian Hills Community College - Indian Hills SBDC
7. Kirkwood Community College - Kirkwood SBDC
8. Iowa Central Community College - North Central Iowa SBDC
9. Northeast Iowa Community College - Northeast Iowa SBDC
10. North Iowa Area Community College - North Iowa Area SBDC
11. Iowa Lakes Community College - Northwest Iowa SBDC
12. Southwestern Iowa Community College - South Central Iowa SBDC
13. Southeastern Community College - Southeastern SBDC
14. University of Northern Iowa - UNI SBDC
15. University of Iowa - UOI SBDC
16. Western Iowa Tech Community College - WIT SBDC

# SBA Award Standard Terms

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

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

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

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

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

([https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2tab_02.tpl) ).

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

## 3. Standard Term - Award Expectations

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

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

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

#### **5. Standard Term - Future Funding**

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

#### **6. Standard Term - Non-Supplant**

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

#### **7. Standard Term - Unallowable Costs**

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

#### **8. Standard Term - Prior Approval**

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

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

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

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

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

## 9. Standard Term - Equipment

(a) **Title.** Subject to the requirements and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further responsibility to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with [paragraphs \(b\), \(c\), and \(e\)](#) of this section.

(b) **General.** A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow [paragraphs \(c\)](#) through [\(e\)](#) of this section.

(c) **Use.**

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. The Federal awarding agency may require the submission of the applicable common form for equipment. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in [§ 200.307](#) to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) **Management requirements.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) **Disposition.** When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously

supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further responsibility to the Federal awarding agency.

(2) Except as provided in [§ 200.312\(b\)](#), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of \$10,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition.

## 10. Standard Term – Indirect Cost

(a) **Facilities and administration classification.** For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect (F&A) costs must be classified within two broad categories: “Facilities” and “Administration.” “Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities” (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the “Administration” category; for IHEs, they are included in the “Facilities” category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in appendix III to this part, and Rate Determination for Institutions of Higher Education paragraph C. 11. Major nonprofit organizations are those which receive more than \$10 million dollars in direct Federal funding.

(b) **Diversity of nonprofit organizations.** Because of the diverse characteristics and accounting practices of nonprofit organizations, it is not possible to specify the types of cost which may be classified as indirect (F&A) cost in all situations. Identification with a Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. However, typical examples of indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of

operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) ***Federal Agency Acceptance of Negotiated Indirect Cost Rates.*** (See also [§ 200.306](#).)

(1) The negotiated rates must be accepted by all Federal awarding agencies. A Federal awarding agency may use a rate different from the negotiated rate for a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by a Federal awarding agency head or delegate based on documented justification as described in [paragraph \(c\)\(3\)](#) of this section.

(2) The Federal awarding agency head or delegate must notify OMB of any approved deviations.

(3) The Federal awarding agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates.

(4) As required under [§ 200.204](#), the Federal awarding agency must include in the notice of funding opportunity the policies relating to indirect cost rate reimbursement, matching, or cost share as approved under [paragraph \(e\)\(1\)](#) of this section. As appropriate, the Federal agency should incorporate discussion of these policies into Federal awarding agency outreach activities with non-Federal entities prior to the posting of a notice of funding opportunity.

(d) Pass-through entities are subject to the requirements in [§ 200.332\(a\)\(4\)](#).

(e) Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III-VII and Appendix IX as follows:

(1) Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200—Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200—Hospital Cost Principles.

(f) In addition to the procedures outlined in the appendices in [paragraph \(e\)](#) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a de minimis rate of 15% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% de minimis indirect cost rate. As

described in [§ 200.403](#), costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

(g) Any non-Federal entity that has a current federally-negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

(h) The federally negotiated indirect rate, distribution base, and rate type for a non-Federal entity (except for the Indian tribes or tribal organizations, as defined in the Indian Self Determination, Education and Assistance Act, [25 U.S.C. 450b\(1\)](#)) must be available publicly on an OMB-designated Federal website.

## **11. Standard Term - Administrative and National Policy Requirements**

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

## **12. Standard Term - Executive Pay**

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

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

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

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

### **13. Standard Term - Non-federal Entity Responsibilities**

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

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

#### **14. Standard Term - SAM and UEI**

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

##### **A. Requirement for System of Award Management**

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

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

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

#### **15. Standard Term - Federal Financial Accountability and Transparency Act (FFATA)**

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

##### **a. Reporting of first-tier subawards.**

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

##### **2. Where and when to report.**

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

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

3. What to report.

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

b. Reporting Total Compensation of Recipient Executives.

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

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

ii. in the preceding fiscal year, you received—

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

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

i. To the non-federal entity.

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

d. Exemptions

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

i. Subawards, and

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

e. Definitions. For purposes of this award term:

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. Subaward:

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

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

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

4. Subrecipient means an entity that:

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

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

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

i. Salary and bonus.

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

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

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

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

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

**16. Standard Term - Fixed Amount Awards**

**(a) Federal award instrument.** The [Federal awarding agency](#) or [pass-through entity](#) must decide on the appropriate instrument for the [Federal award](#) (*i.e.*, [grant agreement](#), [cooperative agreement](#), or contract) in accordance with the Federal Grant and [Cooperative Agreement Act \(31 U.S.C. 6301-08\)](#).

**(b) Fixed amount awards.** In addition to the options described in [paragraph \(a\)](#) of this section, Federal awarding agencies, or pass-through entities as permitted in § 200.333, may use [fixed](#)

amount awards (see *Fixed amount awards* in [§ 200.1](#)) in the amount of \$500,000.00 to which the following conditions apply:

(1) The Federal award amount is negotiated using the cost principles (or other pricing information) as a guide. The Federal awarding agency or pass-through entity may use fixed amount awards if the project scope has measurable goals and objectives and if adequate cost, historical, or unit pricing data is available to establish a fixed amount award based on a reasonable estimate of actual cost. Payments are based on meeting specific requirements of the Federal award. Accountability is based on performance and results. Except in the case of termination before completion of the Federal award, there is no governmental review of the actual costs incurred by the non-Federal entity in performance of the award. Some of the ways in which the Federal award may be paid include, but are not limited to:

(i) In several partial payments, the amount of each agreed upon in advance, and the “milestone” or event triggering the payment also agreed upon in advance, and set forth in the Federal award;

(ii) On a unit price basis, for a defined unit or units, at a defined price or prices, agreed to in advance of performance of the Federal award and set forth in the Federal award; or,

(iii) In one payment at Federal award completion.

(2) A fixed amount award cannot be used in programs which require mandatory cost sharing or match.

(3) The non-Federal entity must certify in writing to the Federal awarding agency or pass-through entity at the end of the Federal award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Federal award must be adjusted.

(4) Periodic reports may be established for each Federal award.

## **17. Standard Term - FAPIIS - Recipient Integrity and Performance**

### Appendix XII to 2 CFR Part 200

#### A. Reporting of Matters Related to Recipient Integrity and Performance

##### 1. General Reporting Requirement

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

##### 2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. If one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

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

### 4. Reporting Frequency

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

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

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

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

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

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

## **18. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.**

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

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

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

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

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

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

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

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

considered a third party). Additionally, in each instance where You use the SBA logo, You must also include the acknowledgement of support statement in reasonably close proximity to the logo.

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

#### **19. Standard Term - Acknowledgement of Federal Funding at Conferences and Meetings**

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

#### **20. Standard Term - Mandatory Disclosures**

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

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

AND

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

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

**Reporting Requirements (Contracts and Subcontracts) FAR 52.203-13:** Reporting Requirements (Contracts and Subcontracts) FAR 52.203-13: A Contractor must exercise due diligence to prevent and detect criminal conduct and promote an organizational culture that encourages ethical conduct and commitment to compliance with the law, including establishing an internal control system. Accordingly, the Contractor shall timely disclose, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with any Federal award, performance, or Government contract or subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations, or a violation of the civil False Claims Act, 31 U.S.C. 3729-3733.

**Combating Trafficking in Persons (Contracts, Subcontracts, and Grantees) FAR 52.222-50:** Contractors must inform the Contracting Officer and the OIG immediately of any credible information it receives from any source that alleges any employee, subcontractor, or subcontractor employee has engaged in severe forms of trafficking in persons, procured commercial sex acts, or used forced labor in the performance of the contract.

**Pursuant to the Consolidated Appropriations Act of 2023 (P.L. 117-328) Section 632** Title VI Division E, all grant recipients must ensure they clearly state in all press releases pertaining to their current SBA grant award the following:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project of program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental source

## **21.Lobbying**

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

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

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

## **22. Drug-Free Workplace**

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

## **23. Non- Transferability**

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

## **24. Standard Term - Termination**

By the Federal agency or pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award **2 CFR 200.340(a)(1)**

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

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

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

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

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b) Procure a commercial sex act during the period of time that the award is in effect; or

c) Use forced labor in the performance of the award or subawards under the award.

2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

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

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

i. Associated with performance under this award; or

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

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

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

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

a) Associated with performance under this award; or

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

c. Provisions applicable to any non-federal entity.

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

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

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

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

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

d. Definitions. For purposes of this award term:

1) "Employee" means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services

are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

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

3) "Private entity":

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

- Includes:

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

A for-profit organization.

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

## **26. Standard Term - Accessibility Provisions**

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

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

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

## **27. Standard Term - Accessibility of Facilities and Events**

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

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

arrangements]."

### **28. Standard Term - Data Collection and Performance Measurement:**

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

Please contact your GOTR for additional submission information.

### **29. Standard Term - Procurement of Goods and Services:**

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

### **30. Standard Term - Procurements by states.**

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with [§§ 200.321](#), [200.322](#), and [200.323](#) and ensure that every purchase order or other contract includes any clauses required by [§ 200.327](#). All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).

#### **General procurement standards.**

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in [§§ 200.317](#) through [200.327](#).

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization

which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(1) The non-Federal entity may use a time-and-materials type contract only after a determination

that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(j) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

### 31. Standard Term – Audits

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

***Audit required.*** A non-Federal entity that expends \$1,000,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) ***Single audit.*** A non-Federal entity that expends \$1,000,000.00 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with [§ 200.514](#) except when it elects to have a program-specific audit conducted in accordance with [paragraph \(c\)](#) of this section.

(c) ***Program-specific audit election.*** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with [§ 200.507](#). A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in

advance a program-specific audit.

(d) **Exemption when Federal awards expended are less than \$1,000,000.00.** A non-Federal entity that expends less than \$1,000,000.00 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in [§ 200.503](#), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) **Federally Funded Research and Development Centers (FFRDC).** Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) **Subrecipients and contractors.** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section [§ 200.331](#) sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) **Compliance responsibility for contractors.** In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) **For-profit subrecipient.** Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also [§ 200.332](#).

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

### **32. Standard Term – Recordkeeping**

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. At a minimum, the records You must maintain on this project include:

- a. The time and attendance of employees whose salaries are charged to this Award,

with sufficient detail to substantiate the claimed percentage of work performed in support of this project.

- b. Contact information for project clients and a log of the type and amount of assistance provided.
- c. An inventory of equipment purchased, in whole or in part, with award funds. This inventory must comply with the requirements of 2 C.F.R. § 200.313.
- d. Your ledgers and annual A-133 Audit Report. If You are not subject to the requirements of the Single Audit Act, You must have an annual audited financial statement. Unaudited financial statements are not an acceptable substitute.
- e. Copies of receipts, invoices, contracts, leases, and other supporting documentation for all expenses paid with Project Funds.
- f. Copies of checks, receipts, letters of donation, and other supporting documentation for all matching contributions related to this Award.
- g. Copies of judicial and administrative decisions and compliance reviews (as applicable) and other supporting documentation demonstrating your adherence to the legal requirements listed in the SF-424B

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

### **33. Standard Term – Closeout Requirements**

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

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

### **34. Standard Term - Ad Hoc Submissions**

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

- Payroll
- Invoices
- Consultant Contract documentation
- Proof of project implementation

### **35. Standard Term - Submitting Responses to Conditions and Reporting Requirements**

Unless otherwise identified in the special terms and conditions of award and post award requests,

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

### **36. Standard Term - UEI**

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

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

### **37. Standard Term – Whistleblower Protection**

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

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

#### **Reporting Fraud**

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

### **38. Standard Term – Restrictions on Certain Types of Clients**

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

- is other than small;
- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- derives more than one-third of its gross annual revenue from legal gambling activities;
- presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project

resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

### **39. Standard Term – Governing Authority/Order of Precedence**

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

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

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

### **40. Standard Term – Buy America Preferences for Infrastructure Projects**

(a) *Purpose.* This part provides guidance to Federal agencies on the implementation of the Buy America Preference applicable to Federal financial assistance set forth in part I of subtitle A, Buy America Sourcing Preferences, of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act ([Pub. L. 117-58](#)) at division G, title IX, subtitle A, part I, sections 70911 through 70917.

(b) *Policy.* The head of each Federal agency must ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States. See section 70914(a) of the Build America Buy America Act.

#### **§ 184.2 Applicability, effective date, and severability.**

(a) *Non-applicability of this part to existing Buy America Preferences.* This part does not apply to a Buy America Preference meeting or exceeding the requirements of section 70914 of the Build America, Buy America Act applied by a Federal agency to Federal awards for infrastructure projects before November 15, 2021.

(b) *Effective date of this part.* The effective date of this part is October 23, 2023. Except as provided in [paragraph \(c\)](#) of this section, this part applies to Federal awards obligated on or after its effective date. Awards obligated on or after May 14, 2022, the effective date of the Build America, Buy America Act, and before the effective date of this part, are instead subject to OMB Memorandum M-22-11.

(c) **Modified effective date of this part for certain infrastructure projects.** If an infrastructure project that has previously received a federal award obligated on or after May 14, 2022, but before the effective date of this part receives an additional Federal award obligated within one year of the effective date of this part, the additional Federal award is subject to OMB Memorandum M-22-11. However, if significant design or planning changes are made to the infrastructure project, the Federal agency may apply this part to the additional Federal award. Federal awards for an infrastructure project obligated after one year from the effective date of this part are subject to this part, regardless of whether this part applied to previous awards for the project.

(d) **Severability.** The provisions of this part are separate and severable from one another. OMB intends that if a provision of this part is held to be invalid or unenforceable as applied to a particular person or circumstance, the provision should be construed so as to continue to give the maximum effect permitted by law as applied to other persons not similarly situated or to dissimilar circumstances. If any provision is determined to be wholly invalid and unenforceable, it should be severed from the remaining provisions of this part, which should remain in effect.

#### **41. Standard Term – Prohibition Against the Promotion of Gender Ideology**

In accordance with the Executive Order of January 20, 2025 ([Defending Women From Gender Ideology Extremism And Restoring Biological Truth To The Federal Government](#)), Federal funds cannot be used for the promotion of gender ideology. Recipients must ensure they do not use grant funds or other project resources to support activities which promote gender ideology as defined in the Executive Order

#### **42. Standard Term - Compliance with Federal Anti-Discrimination Laws Is a Prerequisite for Payment**

Recipient acknowledges that compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. Failure to demonstrate such compliance may result in withholding of payment under this award. For additional guidance, see [Ending Illegal Discrimination And Restoring Merit-Based Opportunity – The White House](#).

#### **43. Standard Term - Certification Regarding DEI or DEIA Programs**

By accepting this award, the recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) or diversity, equity, inclusion and accessibility (DEIA) that violate any applicable Federal anti-discrimination laws. For additional guidance, see [Ending Illegal Discrimination And Restoring Merit-Based Opportunity – The White House](#).

## Definitions

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

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

**MEMO**

**DATE:** October 30, 2025

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

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

**RE:** 260G ACE Nursing Program - Accelerated Career Education (ACE) Agreement

**Background:**

The Iowa Legislature established the Accelerated Career Education (ACE) program to help community colleges establish or expand programs that train individuals in occupations needed by Iowa businesses. The program provides operation dollars as well as physical infrastructure dollars. The program requires that an eligible business enter into an agreement with the community college to sponsor all or a portion of the seats created by the program.

Western Iowa Tech Community College has ACE agreements in place with local businesses to provide an enhanced skilled workforce in the areas of Truck Driving and Nursing.

**Development:**

Western Iowa Tech Community College in partnership with Cherokee Regional Medical Center will be expanding the 260G ACE Nursing Program.

**Recommendation:**

It is the administrative recommendation that the 260G ACE Nursing Program agreement with Cherokee Regional Medical Center be approved.

**ACCELERATED CAREER EDUCATION  
INDIVIDUAL PROGRAM AGREEMENT**

between

**Western Iowa Tech Community College ("College")  
Sioux City, Iowa**

and

**Cherokee Regional Medical Center ("Employer")  
Merle Mack  
mmack@cherokeermc.org  
300 Sioux Valley Drive  
Cherokee, IA 51012  
Federal ID Number:42-0707096  
Iowa Withholding Permit Number: 306405302**

**Dated as of  
August 8, 2025  
(Program to begin July 1, 2026)**

\*\*\*\*\*

Relating to

**ACE Nursing, 2027**

**ACCELERATED CAREER EDUCATION  
PROGRAM AGREEMENT**

This Accelerated Career Education ("ACE") Program Agreement (the "Agreement") made and entered into as of the date set forth below between Western Iowa Tech Community College, (Merged Area XII), Sioux City, Iowa ("College"), and the entity set forth below ("Employer"), under the following circumstances:

A. Pursuant to the Accelerated Career Education Program Act, Iowa Code Chapter 260G, Western Iowa Tech Community College and Employer enter into this Agreement for the purpose of educating and training certain persons to provide highly skilled and well-educated workers within the Merged Area.

B. Western Iowa Tech Community College and Employer each has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS**

Section 1.1. "ACE Program" shall consist of this arrangement to provide Program Services as more specifically set forth on Exhibit "A" for a career program pursuant to this Agreement with respect to Program Job Positions.

Section 1.2. "Act" means the Accelerated Career Education Program Act, Iowa Code Chapter 260G, as it may be amended from time to time, and the regulations promulgated thereunder by the Iowa Workforce Development, as the regulations may be amended from time to time.

Section 1.3. "Program Costs" means all necessary and incidental costs of providing Program Services. Attached hereto as Exhibit "A" and incorporated herein by this reference is a tentative budget relating to the ACE Program.

Other terms used in this Agreement shall have the meanings set out in the Act. Definitions set out in Iowa Code Chapter 260G are attached hereto.

## **ARTICLE II ACE PROGRAM**

Section 2.1. Western Iowa Tech Community College agrees to provide the Program Services to the extent of funds available for that purpose. It is understood and agreed that Employer and any employee of Employer who represents a Program Job will assist in developing the Program. If Employer has a bargaining agreement in place, a representative of the employee bargaining unit shall also take part in the development of the Program. Western Iowa Tech Community College will be responsible for the final design of the Program.

Section 2.2. Western Iowa Tech Community College and Employer agree that Program Costs may be paid from one or a combination of the following sources: (a) cash or in-kind contributions by the Employer toward the program cost, provided that the Employer contribution shall be no less than twenty percent of the program costs, (b) tuition, student fees, or special charges fixed by the board of trustees to defray program costs, and (c) guarantee by the Employer of payments to be received under paragraph "a".

Section 2.3. The term of this Agreement shall not exceed five (5) years from the date of this Agreement. This Agreement may be renewed for a period not to exceed two (2) years.

Section 2.4. This Agreement may be amended with the written consent of both parties, provided that the parties shall not amend the term of this Agreement.

Section 2.5. Western Iowa Tech Community College may revise or expand the Program from time to time. However, no revision shall be made which would change the purpose of the Program to a purpose that is not permitted by the Act. Western Iowa Tech Community College may revise the Program Costs to reflect changes in tuition, other fees, changes in salaries and expenses and other increases allowed by law. Program Costs shall be calculated or recalculated on an annual basis based on the required Program Services and for a specific number of Participant Positions.

## **ARTICLE III PAYMENTS**

Section 3.1. Exhibit "A" sets forth the minimum annual amount of Employer contribution and tuition and fee payments to be paid for Program Costs. Employer contributions shall be made according to the schedule set forth on Exhibit "A."

## **ARTICLE IV COVENANTS, REPRESENTATIONS AND WARRANTIES**

Section 4.1. Representations, Warranties and Covenants of Western Iowa Tech Community College. Western Iowa Tech Community College represents that:

- (a) it is duly organized and validly existing under the laws of the State of Iowa;
- (b) it is not in violation of or in conflict with any provisions of the laws of the State of Iowa which would impair its ability to carry out its obligations hereunder;
- (c) it is empowered to enter into the transactions contemplated by this Agreement; and
- (d) it will do all things required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 4.2. Representations, Warranties and Covenants of Employer. Employer represents, warrants and covenants that:

- (a) It is authorized to do business in the State of Iowa;
- (b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, bylaws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of Employer;
- (c) There is no litigation or proceeding pending, or to the knowledge of Employer threatened, against Employer or any other person affecting in any manner whatsoever the right of Employer to execute the Agreement or to otherwise comply with its obligations contained in the Agreement;
- (d) Employer is a business or consortium of businesses, as that term is defined in the Act, and is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, construction, conducting research and development, or providing services (other than retail) in interstate or intrastate commerce;
- (e) Employer will interview graduating participants for full-time positions with Employer and will provide future hiring preferences to graduates of the ACE Program provided for in this Agreement;
- (f) If Employer has more than four sponsored participants in the program, Employer will offer a Program Job position of full-time employment to at least twenty-five percent of those sponsored participants who successfully complete the ACE Program;

(g) Employer will provide for a wage level for Program Jobs of no less than two hundred percent of the Federal Poverty Guidelines for a family of two as defined by the most recently revised poverty income guidelines as published by the United States Department of Health and Human Services at the time the Agreement is entered into. The wage level shall be recertified each year on the anniversary of the effective date of the Agreement; and

(h) Employer's projection of the annual gross wages to be paid by Employer to employees in the Program Jobs is truly and accurately depicted on Exhibit "A".

## **ARTICLE V EVENTS OF DEFAULT**

Section 5.1. Events of Default. Each of the following shall be an "event of default":

(a) Employer fails to pay any amount required of it on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) Employer fails to observe and perform any other agreement, representation, term or condition contained in this Agreement, if such failure is not cured within twenty (20) days after Western Iowa Tech Community Colleges provides notice of such failure to Employer, or for such longer period to which Western Iowa Tech Community College may agree in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) Any representation or warranty made by Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement is, at any time, proven to have been false or misleading in any material respect when made or given.

(d) Employer acts in a manner contrary to any provision of this Agreement or fails to act in a manner required by any provision of this Agreement.

Section 5.2. Whenever an event of default shall have happened and is not cured as provided above, Western Iowa Tech Community College may, without notice to Employer, terminate this Agreement. In addition, Western Iowa Tech Community College may take whatever other action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement and to enforce performance and observance of any other obligation or agreement of Employer under this Agreement.

Section 5.3. No remedy conferred upon or reserved to Western Iowa Tech Community College by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Western Iowa Tech Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein, nor shall it be necessary to make any declaration of an event of default other than such declaration as may be expressly required herein.

Section 5.4. In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

Section 5.5. Employer may decline to satisfy any provisions in this Agreement relating to Subsection 4.2(e) and Subsection 4.2(f) of this Agreement if Employer experiences an economic downturn. For purposes of this Section, "economic downturn" includes a layoff of existing employees, reduced employment levels, increased inventories, or reduced sales.

## **ARTICLE VI MISCELLANEOUS**

Section 6.1. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 6.2. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 6.3. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The applicable provisions of Iowa law, including the Act, are incorporated into this Agreement as if set forth herein.

Section 6.4. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate Notice Address set forth on the signature page of this Agreement.

Employer and Western Iowa Tech Community College may, by notice given hereunder, designate any further or different addresses or persons to which subsequent notices, requests or other communications shall be sent.

Section 6.5. All covenants, stipulations, obligations and agreements of Western Iowa Tech Community College and Employer contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of Western Iowa Tech Community College or the Board of Trustees of Western Iowa Tech Community College other than in his or her official capacity, and neither the members of the Board of Trustees of Western Iowa Tech Community College nor any official, agent or employee of Western Iowa Tech Community College shall be liable personally on the covenants, stipulations, obligations or agreements of Western Iowa Tech Community College contained in this Agreement.

Section 6.6. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Western Iowa Tech Community College, Employer and their respective permitted successors and assigns, provided that this Agreement may not be assigned by Employer without the written consent of Western Iowa Tech Community College.

Section 6.7. Employer agrees that it shall provide all information requested by Western Iowa Tech Community College, the Iowa Workforce Development ("IWD") or the Iowa Department of Education ("IDOE") for the purpose of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all Participants hired by Employer for Program Jobs. Such information shall be provided directly to Western Iowa Tech Community College, IWD, or IDOE upon forms provided by Western Iowa Tech Community College, IWD, or IDOE.

Section 6.8. Employer acknowledges that pursuant to the Act, Western Iowa Tech Community College may enter into similar agreements with other employers.

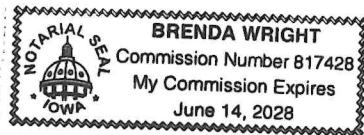
Section 6.9. This Agreement, including Exhibits, constitutes the entire agreement between Western Iowa Tech Community College and Employer with respect to the subject matter hereof and as such supersedes all previous negotiations, commitments and understandings. Captions and the alignment of the Agreement are for convenience only and shall not be construed to modify the rights or obligations of the parties.

IN WITNESS WHEREOF, Western Iowa Tech Community College and Employer have caused this Agreement to be duly executed all as of the date set forth below.

**Western Iowa Tech Community College**

Date: 10/30/25

By: Carmen Wilson  
Carmen Wilson, Associate Dean of Corp College



ATTEST: Brenda Wright

ADDRESS FOR NOTICES  
**Carmen Wilson**  
PO Box 5199, 4647 Stone Ave Sioux City, IA 51102  
carmen.wilson@witcc.edu

**Cherokee Regional Medical Center**

Date: 8/20/25

By: Gary Jordan  
Gary Jordan, CEO

ADDRESS FOR NOTICES  
**Merle Mack**  
300 Sioux Valley Drive Cherokee, IA 51012  
mmack@cherokeermc.org

Notarized/ electronic signatures

**EXHIBIT "A"**  
**Employer Commitments**

I. Overview

	Year 1	Year 2	Year 3	Year 4	Year 5
Total Program Participants (includes those that are sponsored)	34	34	34	34	34
<b>Employer Sponsored ACE Participants</b>	10	10	10	10	10
<b>Participants Sponsored by other Employer ACE Agreements</b>	24	24	24	24	24
Remaining Un-sponsored Participants	0	0	0	0	0

A. Beginning Date of Program Agreement: 7/1/2026

B. Ending Date of Program Agreement: 6/30/2031

II. Employer Cash or In Kind Contributions:

<b>Year 1 Cash \$</b>		<b>In Kind \$</b>	\$20,191.50
<b>Year 2 Cash \$</b>		<b>In Kind \$</b>	\$20,191.50
<b>Year 3 Cash \$</b>		<b>In Kind \$</b>	\$20,191.50
<b>Year 4 Cash \$</b>		<b>In Kind \$</b>	\$20,191.50
<b>Year 5 Cash \$</b>		<b>In Kind \$</b>	\$20,191.50

If Employer will meet its match requirement through in-kind contributions, detail the nature of each such contribution.


III. Program Job Wages. Employer's certification of average gross wages to be paid to employees in highly skilled jobs covered by this Agreement is a minimum of no less than 200 percent of the Federal Poverty Guideline for a family of two as of the date on which this Agreement is signed. Average starting gross wage:

<b>Year 1 \$</b>	\$58,926.40
<b>Year 2 \$</b>	\$58,926.40
<b>Year 3 \$</b>	\$58,926.40
<b>Year 4 \$</b>	\$58,926.40
<b>Year 5 \$</b>	\$58,926.40

IV. Employer Program Job Withholding Credits. Job Withholding Credits are calculated by multiplying the number of positions sponsored by the employer by 10% of the average wage per year for the position. The authorized Annual Amount of Program Job Withholding Credits:

<b>Year 1 \$</b>	\$49,500.00
<b>Year 2 \$</b>	\$49,500.00
<b>Year 3 \$</b>	\$49,500.00
<b>Year 4 \$</b>	\$49,500.00
<b>Year 5 \$</b>	\$49,500.00

**MEMO**

To: Dr. Terry Murrell, President  
 From: Darin Moeller, Executive Dean of Instruction   
 Date: November 3, 2025  
 RE: Police Science Crucial Skills Simulator

The Police Science program is looking to enhance the educational experience for its students through the purchase of a new Law Enforcement Crucial Skills Training Simulator. The current simulator is antiquated with outdated situation scenarios and technology. The proposed system would serve all Police Science students as well as students in the College's Iowa Law Enforcement Academy. The system has a vast array of scenarios depicting several situations that may be applicable to nursing, paramedics or other academic programs as well. Campus safety has used the old system and would benefit from this system, along with outside agencies looking to have scenario-based training.

The College's Equipment Purchase Team reviewed and approved moving forward with the request for bids and purchase, pending Board approval, if needed. Specifications for the equipment and request for bids were made, with the bid opening on October 28. Two bids were received. The attached bid sheet shows quoted equipment among the two suppliers which includes shipping, installation and training. The low bid of \$101,783 from Ti Training meets all specifications and is recommended by the program.

**Recommendation**

It is the administrative recommendation that the Board approve the purchase of a Law Enforcement Crucial Skills Trainer from Ti Training of Golden, CO at a cost of \$101,783. Perkins and/or 3&6 cent funds would be used for the purchase.

**Police Science Training Simulator-2025 Bid Opening 11:00 am Oct. 28, 2025**

	bidder 1		bidder 2		bidder 3	
<u>item description</u>	<u>VirTra</u>	<u>total \$</u>	<u>Ti Training</u>	<u>total \$</u>		<u>total \$</u>
simulator (name)	V-180 4K-ProTruss	\$214,651.74	RECON180 Package	\$96,380.00		\$0.00
trade-in credit	not offered	\$0.00		(\$5,000.00)		\$0.00
shipping		\$2,100.00		\$1,500.00		\$0.00
install/on-site training		\$7,600.00		\$7,202.00		\$0.00
<b>Grand Total:</b>		<b>\$224,351.74</b>		<b>\$100,082.00</b>		<b>\$0.00</b>
add for training at vendor	all expenses paid for V-Author Training	\$5,000.00		\$1,701.00		
warranty(mo) Parts/Labor	12/12		12/12			
tech support length of time	phone support lifetime		phone support lifetime			
180° screen layout Y N	Yes		Yes			
qty of scenarios at install	approx. 145		over 1000 multi-branching			
self create scenarios Y N	Yes		Yes			
qty of trainees at a time	3-4 comfortably		12			
debrief capability of trainee action	System plays a filmed scenario with automated and instructor-controlled video branching allowing various outcomes. A visual evaluation of the students' performance is generated with each weapon/less lethal assigned a different shot marker which allows for the instructor to quickly ID each students' shots, shot locations, time between shots and total shots fired.		Lasers in handgun, taser and OC are tracked by hit detect cameras for accuracy and then replayed for judgment evaluation. Cameras record the trainees movement and communication and can be replayed with the scenario to evaluate, frame by frame, slo-mo or real time			

# REQUEST FOR PROPOSAL

## (Not an Order)

Western Iowa Tech Community College (WITCC) is seeking bids for the purchase of a new law enforcement crucial skills training simulator for the college's Police Science program. WITCC is exempt from state sales tax.

Please complete and send this form, **with an itemized quote & brochure for bid equipment**, in a sealed envelope to arrive at either address below by bid receipt deadline and bid opening at **11:00 a.m. CDT on Tuesday, Oct. 28, 2025** in the Albert Conference Room A454, Dr. Robert H. Kiser Bldg. at Western Iowa Tech Community College in Sioux City, IA.

Western Iowa Tech Community College  
 Attn: Russ Gondek – **Police Science Training Simulator-2025**  
 P.O. Box 5199 or 4647 Stone Ave.  
 Sioux City, IA 51102-5199 Sioux City, IA 51106

### Bid Specifications

Vendor shall bid the delivered price to WITCC for one (1) new law enforcement crucial skills training simulator based on specs from the attached pdf file named "Components and Functionality". This document was developed from the Ti Training RECON 180 system. Bids for systems with equivalent specs from other vendors will be considered.

**\*IMPORTANT\*** VR goggle systems will **NOT** be considered

### Vendor Bid

**Apply E & I Coop, Iowa Coop Purchasing Program, GSA or other contract pricing if WITCC is qualified - if contract pricing not available, explain why.**

		contract used <u>GSA #47QRAA24D00BL</u>	
	<u>Manufacturer</u>	<u>Model</u>	<u>Price</u>
Crucial Skills Simulator	<u>Ti Training LE LLC</u>	<u>RECON 180 Package</u>	<u>\$ 96,380.00</u>
	<b>Subtract for trade-in including removal of MILO Range PROv4 HD purchased in 2012</b>		<u>(\$ 5,000.00 )</u>
	<b>Cost for shipping new simulator to WITCC at 4647 Stone Ave, Sioux City, IA 51106</b>		<u>\$ 1,500.00</u>
	<b>Cost for install and on-site training</b>		<u>\$ 7,202.00</u>
<b>Grand Total:</b>			<u>\$ 100,082.00</u>

Briefly describe your on-site training 1 Day installation of all components, 2 Day Onsite Master Certification Training Class for up to 10 trainees. or- Master Course at TI Facilities for 2 Post Certified Course.

Add this cost to the Grand Total for training at vendor - vendor pays WITCC's lodging, meals + local transportation (if needed)

how many trainees 2 training hours 16 training site city/state CO cost/trainee \$ 1701.00

Name three main features that distinguish your simulator from the competition

1. Patented Adjustable Screen Design (0°-90° Configuration)
2. Multi-trainee tracking + deep debrief
3. Free auto delivered scenarios and software updates for life of system.

Does your computer connect to the college network for the simulator operation? Y N (circle one) then briefly explain.  
RECON is a self contained unit, no connectivity to the internet is required.

*continued next page*

**REQUEST FOR PROPOSAL**  
**(Not an Order)**

Is WITCC responsible for any site work before/during installation of bid system? Y N (circle one) If Y, briefly explain.  
4- 110 Power outlets are required. Minimum Room size 20'x20' with 9' ceiling height.

How many scenarios and types are installed with your system Over 1,000 multi branching scenarios preloaded.  
Every type of situation an officer might encounter, from active shooter to off duty encounters. Additional scenario ~~blocks for detention officers, and security details, and administrative staff of schools.~~

Do you send new-free scenarios in the future?  N (circle one) If Y, qty & frequency 30 new every 6 months

Can WITCC create scenarios from its own content?  N (circle one)

How many trainees can interact with the simulator at one time? 12

Describe how your system captures the trainee's interaction with scenarios and the debriefing/playback capabilities  
Lasers in handgun, taser and OC are tracked by hit detect cameras for accuracy and then replayed for judgement evaluation. Cameras record the trainees movement and communication and can be replayed with the scenario to evaluate. Play back can be frame by frame, slow motion or real time.

Describe the technical support for your system and when it ends 1 year included coverage for hardware.

Additional years can be added at anytime. Phone support, software updates, and scenario updates are no charge for the life of the system.

Warranty (months) Parts 12 Labor 12 Briefly describe key features 24 hour turn around if parts are needed.

Lead time in days from date receiving order to estimated shipping date 60

Prices quoted to be firm and not subject to change for at least 60 days.

Low price will not be the sole criteria for bid acceptance. Other criteria may include, but not limited to, that which is deemed in the best interest of WITCC in terms of cost, quality, appearance or availability.

WITCC reserves the right to reject any or all bids and waive any or all irregularities or formalities in the bidding.

Selected vendor must accept a WITCC issued Purchase Order.

Questions regarding this RFP, contact Russ Gondek, at WITCC, E-mail: [russ.gondek@witcc.edu](mailto:russ.gondek@witcc.edu) direct: (712) 317-3376.

**Vendor Information**

Firm Name Ti Training LE LLC  
Address 16163 W 45th Dr. Suite H  
City Golden State CO Zip 80403  
Phone 303-414-3555 Fax 303-414-3556 Email kila@titraining.com  
By (signature) *Kila Otte* Date 10/24/2025  
Print Name Kila Otte Title Vice President

# Quote

Western Iowa Tech  
Community College  
4647 Stone Ave, PO Box 5199  
Sioux City, IA 51106  
712 317 8578



16163 W. 45th Drive  
Unit H  
Golden, CO 80403  
(800) 634-1936  
<http://TiTraining.com/>

## Estimate No. 10525 Issued on Fri Oct 24, 2025

Qty	Name	Description	Rate	Amount	Tax
1	RECON 180 GSA	RECON 180 Complete 3 screen system Structural frames with overhead booms for HD Projectors, 33ft wide image Gullwing configuration allows outside screens to move without recalibration 1 CPU, Windows, Training Lab 3 HD Projectors 3 IR hit detect Cameras 1 Low Light Camera Cables, power, RCA, HDMI, CAT5 all included Trainee Action Capture Camera for video and audio debrief 2 IR Flashlights 4 Inert Training Blue Guns 1 Sound Bar (US voltage if different it will need to be supplied Locally) All components use 120VAC (US) any adaptors or transformers needed for operation are the responsibility of the end-user.	\$76,500.00	\$76,500.00	NON
1	*Discount	Old Sim system discount	\$-5,000.00	\$-5,000.00	NON
2	GSA Recoil Kit for Rifle GSA	Dvorak drop-in air Recoil Kit for Rifle with 1 Co2 magazine.	\$2,675.00	\$5,350.00	NON
2	Recoil Kit GSA	Recoil Kit for handguns (Weapon not included) recoil kit by Dvorak. It is a drop-in kit with no permanent modifications for the gun. 1- Glock 17 GEN ? 1- S&W M&P 2.0	\$2,675.00	\$5,350.00	NON
6	Additional Magazines for Recoil Kits GSA	Additional Magazines for Recoil Kit. 4- Handgun; 2 Rifle	\$315.00	\$1,890.00	NON
2	TASER 7 Laser Device GSA	Taser 7 replica with laser. Inert blue Handle with Lasers. This is a complete, safe training device.	\$2,385.00	\$4,770.00	NON
2	OC Laser	Replica OC canister with laser. Realistically	\$1,260.00	\$2,520.00	NON

Canister GSA	sized and shaped, pulsing laser canister that fits into standard duty gear			
1 Installation	Onsite Technician	\$3,800.00	\$3,800.00	LBR
1 GSA Master Train Onsite	2 Day At Customer Location for 8 Trainees GSA TRAIN-002	\$3,402.00	\$3,402.00	NON
1 *Shipping	Shipping for RECON 180	\$1,500.00	\$1,500.00	NON

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<b>Tax</b>	<b>\$0.00</b>
<b>Estimated Total</b>	<b>\$105,082.00</b>
<b>Deposit Due</b>	<b>\$0.00</b>

**Signature:**  
**Signature Date:**

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**Thank you for considering Ti Training LE LLC.**

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If these items meet your approval, automatically approve this estimate now!

QUESTIONS? CONTACT US

Kila Otte  
kila@titraining.com  
3034143555

TERMS & CONDITIONS

We accept payment by check, cash and credit card. Please send checks to our main address or call with credit card info. We also accept Purchase Orders (POs) from government and municipal agencies.

NOTE:

This is not an invoice. Please contact Ti Training/Ti Outdoors if you approve this quote and wish to proceed with an order.

# WITCC in the News

NOV 25 15

## Mass Comm - KWSR FM 94.3

<https://kscj.com/2025/09/29/ribbon-cutting-western-iowa-tech-community-college/>

<https://www.siouxlandproud.com/news/local-news/local-college-radio-station-just-days-away-from-being-on-air/amp/>

<https://www.ktiv.com/2025/10/03/western-iowa-tech-community-college-officially-launches-student-run-fm-radio-station/>

<https://kscj.com/2025/10/03/western-ia-tech-dedicates-new-student-radio-station/>

<https://ksux.com/western-ia-tech-dedicates-new-student-radio-station/>

<https://www.newsbreak.com/ktiv-1982254/4272442017073-western-iowa-tech-community-college-officially-launches-student-run-fm-radio-station>

## Govt Shutdown

<https://www.siouxlandproud.com/news/local-news/business-as-usual-some-federal-programs-in-siouxland-to-remain-operational-amid-government-shutdown/>

## BRIEF REFERENCES –

SCCSD School Board candidate Forum at WIT

<https://www.siouxlandproud.com/news/your-local-election-hq/watch-live-sioux-city-school-board-city-council-candidate-forums/amp/>

<https://www.kwit.org/podcast/whats-the-frequency/2025-10-17/listen-to-the-6-sioux-city-council-candidates-discuss-priorities-plus-issues-of-business-development-diversity-homelessness>

Clarence Darrow Performance

<https://www.brainerddispatch.com/lifestyle/arts-and-entertainment/clarence-darrows-barnstorm-of-iowawes>

Christian, School Board

<https://www.ktiv.com/2025/10/24/candidate-profile-christian-supiot-perez-sioux-city-school-board/>

Silent Disco

<https://www.siouxlandproud.com/community/local-events/costumed-silent-disco-event-coming-to-southern-hills-mall/>

SafePlace working to help people, amid October as Domestic Violence Awareness Month

<https://www.kwit.org/podcast/whats-the-frequency/2025-10-24/siouxland-agency-safepace-working-to-help-people-amid-october-as-domestic-violence-awareness>

FCCLA Fall Rally, located at WIT

<https://www.missourivalleytimes.com/stories/mvs-fccla-shines-at-fall-rally,59973>

## ALUMNI –

Le Mars police officer Lenny Flack is councilman candidate

[https://www.nwestiowa.com/sentinel/longtime-police-officer-vows-to-listen-to-citizens-as-councilman/article\\_fab8f11a-faeb-4b92-af9f-08e7791b07b3.html](https://www.nwestiowa.com/sentinel/longtime-police-officer-vows-to-listen-to-citizens-as-councilman/article_fab8f11a-faeb-4b92-af9f-08e7791b07b3.html)

## ATHLETICS –

Vball vs Ellsworth

[https://www.timescitizen.com/sports/five-set-match-goes-to-the-visitors/article\\_6bd9305a-9b3f-436c-93e0-ce4606fb7930.html](https://www.timescitizen.com/sports/five-set-match-goes-to-the-visitors/article_6bd9305a-9b3f-436c-93e0-ce4606fb7930.html)

# WITCC in the News

NOV 25 15

M Soccer vs Iowa Central

<https://www.ktiv.com/2025/10/02/comets-duel-niacc-draw/>

Msoccer vs Hawks

[https://www.norfolkneradio.com/sports/valkemas-two-goals-power-3-hawk-men-past-8-lakers/article\\_e8302cbb-1b30-41ab-9b8f-edb339a9609f.html](https://www.norfolkneradio.com/sports/valkemas-two-goals-power-3-hawk-men-past-8-lakers/article_e8302cbb-1b30-41ab-9b8f-edb339a9609f.html)

Esports vs Blinn

<https://buccaneersports.com/news/2025/10/3/blinn-valorant-shuts-out-western-iowa-tech-for-second-njcaa-esports-victory.aspx>

Msoccer vs MCC

<https://www.timesrepublican.com/sports/local-sports/2025/10/sports-shorts-mustangs-sweep-south-hardin-invitational/>

[https://www.norfolkneradio.com/sports/northeast-picks-up-two-victories-during-weekend-in-kansas/article\\_bd3c4570-1b9a-4b8d-8a28-6bef181f07d7.html](https://www.norfolkneradio.com/sports/northeast-picks-up-two-victories-during-weekend-in-kansas/article_bd3c4570-1b9a-4b8d-8a28-6bef181f07d7.html)

Vball vs Doane

<https://ruralradio.com/bull/news/northeast-earns-sweeps-of-western-iowa-tech-and-doane-iv/>

**J1**

<https://www.siouxlandproud.com/news/local-news/former-chilean-witcc-students-local-business-reach-settlement>

# WESTERN IOWA TECH COMMUNITY COLLEGE

## Bills to be paid at the Board Meeting November 10, 2025

November 2025

	Operating	Special Federal Funds	Funds Held For Others	Plant Fund	House File	Total
Supplemental Warrants	\$ 60,743.38			\$ 151,397.96	\$ 388,495.41	\$ 600,636.75

**WESTERN IOWA TECH COMMUNITY COLLEGE**

**BILLS TO BE APPROVED AT BOARD MEETING NOVEMBER 10, 2025**

**GENERAL FUND**

**NOVEMBER 2025**

<u>Vendor</u>	<u>Amount</u>
IMKO Enterprises	\$ 60,743.38
TOTAL	<u>\$ 60,743.38</u>

**Western Iowa Tech Community College**  
**Board Approval Voucher Detail Report**  
**Plant Fund**  
**11/10/25**

<u>Check Date</u>	<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
11/11/2025	AJ Phillips Publishing	\$ 789.00	Contracted services
11/11/2025	Cannon Moss Brygger & Associates	\$ 280.00	Buildings & fixed equipment
11/11/2025	Dewild Grant Reckert & Associates	\$ 4,295.40	Professional services
11/11/2025	Dewild Grant Reckert & Associates	\$ 406.90	Professional services
11/11/2025	Engineering Design Associates	\$ 892.50	Professional services
11/11/2025	Signs by Tomorrow	\$ 3,700.44	Materials and supplies
11/11/2025	Thompson Solutions Group	\$ 25,000.00	Equipment - \$5000 and over
11/11/2025	Thompson Solutions Group	\$ 4,774.47	Non-capital exp & equipment
11/11/2025	WITCC General Fund	\$ 111,259.25	Pcard charges - September 2025
	<b>TOTAL</b>	<b>\$ 151,397.96</b>	

WESTERN IOWA TECH COMMUNITY COLLEGE

BILLS TO BE APPROVED AT BOARD MEETING NOVEMBER 10, 2025

HOUSE FILE

NOVEMBER 2025

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Cold Link Logistics	\$ 59,232.40	Training Expense
Wells Enterprises	\$ 329,263.01	Training Expense
TOTAL	<u>\$ 388,495.41</u>	