

**Iowa College Student Aid Commission
July 13, 2012**



IOWA COLLEGE STUDENT AID COMMISSION

Guiding Statements

Our Mission

We advocate for, and provide a continuum of services to support, Iowa students and families as they explore and finance educational opportunities beyond high school.

Our Motto

Your Financial Aid Connection.

Our Vision

All Iowans can achieve an education beyond high school.

Our Guiding Principles

We believe in the value of education and our commitment is to:

- Put students first.
- Uphold the public trust.
- Develop and empower a motivated, compassionate, and professional team.
- Create and nurture internal and external partnerships that benefit our customers.
- Provide services to our customers that exceed expectations and address their changing needs.
- Respect and honor the dignity of each other and all those we serve.

IOWA COLLEGE STUDENT AID COMMISSION

A G E N D A

**July 13, 2012
10:00 a.m.**

Iowa College Student Aid Commission Conference Room

- 1. Executive Director’s Report..... Tab A Misjak**
- *2. Consent Agenda Tab B Misjak**
 - a. Minutes of Meeting.....Tab B.1**
 - **May 18, 2012**
 - **June 25, 2012**
 - b. Administrative RuleTab B.2**
 - **Adopt and File- Chapter 36 “Terry E. Branstad Iowa State Fair Scholarship Program”**
 - **Propose Changes- Chapter 27 “Iowa Grant Program”**
 - **Propose New- Chapter 23 “Skilled Workforce Shortage Tuition Grant Program”**
 - c. Postsecondary RegistrationTab B.3**
 - **Indiana Wesleyan University**
 - **University of Phoenix**
 - **Nebraska Wesleyan University**
 - d. CoBro ContractTab B.4**
- *3. Ashford University HLC AccreditationTab C Brown**
- 4. Bankers Trust Update.....Tab D Gilman**
- *5. Committee Reports.....Tab E**
 - Legislative Committee Commissioner Adams**
- 6. Staff ReportsTab F**
 - Administrative Budget/Expenditure Summary.....Krueger**
 - I Have A Plan Iowa ReviewAnkeny**
- 7. Adjournment**

*** Indicates Action Item**

UPCOMING MEETING DATE:

**September 21, 2012
November 16, 2012
January 18, 2013
March 15, 2013
May 17, 2013**

IOWA COLLEGE STUDENT AID COMMISSION

Executive Director's Report July 2012

FFELP Portfolio Transfer

Transition team members have been assigned by both entities. Team members have conducted meetings to review current operational processes. Once the preliminary discovery meetings conclude, project management level calls will begin and a detailed transition plan and task list will be developed. IT staff are working to provide test data files to help understand the format in which the data will be transferred and allow for Great Lakes to determine adjustments that will be necessary.

GEAR UP Iowa Summer School

This June, GEAR UP Iowa and Des Moines East High School partnered in a venture using the GEAR UP Iowa Success Center on the Iowa Building's first floor to offer cohort students a free online summer credit recovery option. The GEAR UP Iowa Success Center has computer resources available to serve up to 30 students at a time, and on the partnered venture's first day more than 90 GEAR UP Iowa sophomores from Des Moines East High School arrived to take advantage of the opportunity. By working through logistical issues and utilizing GEAR UP Iowa funds to hire one additional teacher for the month of June, 83 GEAR UP Iowa cohort students from Des Moines East High School were able to recover one credit from a required class. Those 83 cohort students are now one step closer to high school graduation and are moving forward on their path to postsecondary success courtesy of GEAR UP Iowa and Des Moines East High School's initiative.

John R. Justice Loan Repayment Program

The John R. Justice Student Loan Repayment program is in its second year of existence in Iowa. The original cohort of 10 public prosecutors and defenders was increased this year with a second cohort of 8 additional recipients. In all, 18 Iowa attorneys received loan forgiveness benefits totaling \$104,880.

The 18 recipients had cumulative federal student loan debt of \$1,218,530, an average of \$67,696 per recipient.

John R. Justice recipients can receive a total of 3 years of student loan forgiveness benefits. Next year, JRJ recipients will see a reduction in their loan forgiveness award as Iowa's state allocation was cut by nearly 53.5% - from \$123,389 to \$57,408 due to federal budget cuts. This will likely result in an award decrease from approximately \$5,800/person this year to approximately \$1,900/person next year.

Iowa Registered Nurse and Nurse Educator Loan Forgiveness Program

The Iowa Registered Nurse and Nurse Educator Loan Forgiveness program offered awards to 16 renewal nurse educators, 12 new nurse educators and 12 renewal registered nurses. In all, 40 Iowa nurses and nurse educators received \$82,161 in loan forgiveness benefits.

The cumulative amount of outstanding federal student loan debt of recipients is \$1,264,252, an average of \$31,606 per recipient.

A total of 147 individuals applied for funding through this program in 2012.

IOWA COLLEGE STUDENT AID COMMISSION

MINUTES OF MEETING

May 18, 2012

10:00 a.m.

**Iowa College Student Aid Commission
603 East 12th Street, 5th Floor, Des Moines, Iowa 50319
Conference Room**

Members Present:

Janet Adams	Bob Donley
Crystal Ford	Fred Moore
Herman Quirnbach	Doug Shull
Kelli Todd	Karolyn Wells

Members Absent:

Rob Denson	Randy Feenstra
Ron Jorgensen	Terrence Martin
Roger Utman	Cindy Winckler

Staff Present:

Nancy Ankeny	Todd Brown
John Gilman	Deb Krueger
Julie Leeper	Karen Misjak
Dan Powers	Carolyn Small
Ashley Wendt	

Attorney General Present:

David VanCompernelle

Guests Present:

Wanda Boatwright	Ashford University
Janlee Crawford	Saint Joseph's College of Maine
Dr. John Enstrom	Southwest Minnesota State University
Kristen Hanse	Capella University
Dr. Tamra Hummel	Southwest Minnesota State University
Lynn Olson	Saint Joseph's College of Maine
Dr. Raphael Onyeaghala	Southwest Minnesota State University
John Parker	Iowa Student Loan
Dana Schmitz	Mercy/St. Lukes School of Radiologic Technology
Erica Seaman	ITT Technical Institute
Kim Stephan	Capella University
Alissa Thompson	Capella University
Dr. Debbie VanOverbeke	Southwest Minnesota State University

Call to Order

The Iowa College Student Aid Commission met for a regularly scheduled meeting on May 18, 2012. Commission Chair Adams called the meeting to order at 10:00 a.m. with a quorum present.

Executive Director's Report

Ms. Misjak said the Real World Design Challenge was a positive experience for the GEAR UP Iowa students that participated and feels it changed their lives. The group did not win, but were able to gain great experience as sophomores and are excited to participate again next year. The students said it was an intense project and after seeing the top three present during the final evening, they have started making plans for their project for next year.

The Teacher Shortage Loan Forgiveness Program was able to designate 169 teachers to receive loan repayment awards. Ms. Misjak said that 699 applications were received and thinks more money would be helpful to be able to serve more teachers.

Ms. Misjak shared Governor Branstad would be awarding two \$1000 scholarships and one \$2000 scholarship to the State Fair Queen through the Terry E. Branstad Iowa State Fair Scholarship.

Staff are working with colleges on the College Application Week. Ms. Misjak said Andy Baumert is on the steering committee and they are currently in the process of planning and shaping the event for our state.

Consent Agenda

Motion: Commissioner Shull moved to approve the Consent Agenda Items as listed. Commissioner Moore seconded the motion which passed unanimously.

Audit and Finance Committee Report

Ms. Krueger presented the proposed budget for FY2013 and walked through line items explaining what they represent.

Motion: Commissioner Shull moved to approve the proposed budget for FY 2013. Commissioner Moore seconded the motion which passed unanimously.

Legislative Committee Report

Ms. Leeper shared the appropriations bill with Commissioners. She said the Governor has not yet signed the bill, and that staff have received some questions from his office which are being responded to as soon as they are received. Ms. Leeper said that staff have worked very closely on the language for HF 2458. The intent of legislators was that recipients not receive any money until all requirements are fulfilled. Commissioner Quirnbach asked which legislators are working on this program. Ms. Leeper is going to provide the names to Commissioner Quirnbach and said that administrative rules will be coming soon regarding this house file.

Ms. Leeper said there are changes in the ITG language that requires a written policy about child abuse and how it is in place for staff. Commissioner Donley said the Regent Universities already had a policy and are now solidifying the policies in the universities. Ms. Misjak said staff would like to work on drafting a policy that schools can use. Commissioner Donley said the Regent Universities can help facilitate what they are doing to help create a uniform policy.

Ms. Leeper said there are changes to the Iowa Grant Program in HF 2465 regarding parents killed in the line of duty and funding for their children. With this change, they would get first funding in the program and may delay funding for other students. Staff is working with several other groups to find the people who can provide staff with names of students that are identified so information can be transferred to the Commission. There would be a larger award amount for these students and Administrative Rules will be brought forward.

Human Resources and Nominations Committee Report

Chair Adams said the Human Resources and Nominations Committee will meet prior to the July Commission meeting to evaluate the performance of the Executive Director.

Motion: Commissioner Donley moved to approve Janet Adams as Commission Chair and Crystal Ford as Commission Vice Chair. Commissioner Shull seconded the motion which passed unanimously.

Motion: Commissioner Ford moved to approve the Commission Committees as presented. Commissioner Wells seconded the motion which passed unanimously.

Staff Reports

Ms. Krueger presented the FY 2012 Revenue and Expenditure Summary.

Ms. Ankeny provided a report on I Have A Plan Iowa™. A chart was shared showing the performance versus unique visitors. Commissioner Todd requested a quarterly comparison of all charts to see the growth in the program.

Commission adjourned at 11:12 a.m.

JANET ADAMS, CHAIR

CRYSTAL FORD, VICE CHAIR

IOWA COLLEGE STUDENT AID COMMISSION

MINUTES OF MEETING

June 25, 2012

3:30 p.m.

**Iowa College Student Aid Commission
603 East 12th Street, 5th Floor, Des Moines, Iowa 50319
Conference Room**

Members Present:

Janet Adams	Robert Denson
Bob Donley	Crystal Ford
Herman Quirnbach	Doug Shull
Kelli Todd	Roger Utman
Karolyn Wells	Cindy Winckler

Members Absent:

Randy Feenstra	Ron Jorgensen
Frederick Moore	

Staff Present:

Todd Brown	Julie Leeper
Karen Misjak	Brian Mohr
Bobbi Pulley	Ashley Wendt

Attorney General Present:

David VanCompernelle

Guests Present:

John Cottingham	Thompson and Hine LLP
Tim Fitzgibbon	National Council of Higher Education Loan Programs
Richard George	Great Lakes Higher Education
John Parker	Iowa Student Loan
Gary Steinke	Iowa Association of Independent Colleges and Universities
Mark Weadick	Student Loan Capital Strategies
Clark Wold	Great Lakes Higher Education

Call to Order

The Iowa College Student Aid Commission met for a special meeting on June 25, 2012. Commission Chair Adams called the meeting to order at 3:41 p.m. with a quorum present.

FFELP Portfolio Strategy

Ms. Misjak introduced Mark Weadick from Student Loan Capital Strategies to give an overview and final valuation report regarding the Commission's loan portfolio. Mr. Weadick said it was in the best interest of the Commission to undergo a transfer of the loan portfolio to Great Lakes Higher Education Guaranty Corporation (Great Lakes). The Commission's current Operating Fund would remain and there would be a payout over time of revenue back to the Commission. Mr. Weadick stated a letter was received from the U.S. Department of Education in support of the transfer designating Great Lakes as the guarantor for the State of Iowa.

Motion: Commissioner Shull moved to transfer the Commission's loan portfolio and approve the Guaranty Transfer and Payment Agreements presented in substantially final form with the understanding that some minor changes will be made before execution of the agreements later this week. Commissioner Ford seconded the motion. In a roll call vote 6 ayes with Robert Denson voting nay.

Motion: Commissioner Denson moved to postpone the vote to no later than 4:30 p.m. on Thursday, June 28, 2012. Motion died for lack of second.

Commissioner Denson expressed concern regarding the size of the portfolio and this transaction and said he is in support of where this is going, but requests more time to review the agreements. Chair Adams said this is not a new proposal, and discussions have been taking place for some time regarding this transfer and feels Commissioners have been well informed. Commissioner Todd asked if the inaccuracies that Commissioner Denson spoke of are significant. Commissioner Denson said you don't know how significant the inaccuracies are until you take the time to review the documents.

Commissioner Shull said the motion that he put on the table will cover any minor changes that need to be made before the execution of the agreements. Chair Adams said the agreements will be sent to all Commissioners providing them the opportunity to review the documents and make comments. Commissioners will be notified of any changes to the documents prior to them being executed.

Student Loan Counseling Service Contract Extension

Ms. Pulley said Student Loan Counseling Service currently does default aversion for the Commission. A brief amendment of the contract is needed to carry out through the transfer of the FFELP portfolio not to exceed December 31, 2012. Ms. Pulley stated the pricing has changed, making the fees less, however there is no longer a rebate. Both parties have agreed to a one-time payout to be paid by the vendor to the Commission on September 30, 2012.

Motion: Commissioner Ford moved to authorize staff to enter into Amendment 2 to the Default Aversion Assistance Services contract with Student Loan

Counseling Service. Commissioner Utman seconded the motion which passed unanimously.

Commission adjourned at 3:58 p.m.

JANET ADAMS, CHAIR

CRYSTAL FORD, VICE CHAIR

IOWA COLLEGE STUDENT AID COMMISSION

**Administrative Rules
July 2012**

RECOMMENDED ACTION:

Move to Adopt and File Emergency after Notice changes to *Administrative Rules Chapter 36 – “Governor Terry E. Branstad Iowa State Fair Scholarship Program”*.

During recent discussions with the Governor’s staff, it was determined that the Iowa Code allows the expenditure of the principal held in a fund to make awards under the Governor Terry E. Branstad Iowa State Fair Scholarship Program. The adopted rule removes the requirement that only the interest earned on the fund be used to make awards.

Staff recommends that the Commission file this under emergency rule filing guidelines to ensure that payments may be made to State Fair Scholarship recipients during the 2012 Iowa State Fair.

This rule was proposed by the Commission during its May, 2012, meeting.

RECOMMENDED ACTION:

Move to Propose changes to *Administrative Rules Chapter 27 – “Iowa Grant Program”*.

The Iowa General Assembly in 2012 Iowa Acts, House File 2465, passed new language establishing priority recipients under the Iowa Grant Program giving funding priority to the children of peace officers, police officers, firefighters, sheriffs or deputy sheriffs. The proposed rule provides updates that will improve administration of the Iowa Grant program and includes information about the implementation of the new language concerning priority recipients.

RECOMMENDED ACTION:

Move to Propose new *Administrative Rules Chapter 23 – “Skilled Workforce Shortage Tuition Grant Program”*.

The Iowa General Assembly in 2012 Iowa Acts, Senate File 2321, passed new language establishing a Skilled Workforce Shortage Tuition Grant Program, which is commonly known as the Kibbie Grant. The proposed rule provides guidelines for implementation of the new program.

COLLEGE STUDENT AID COMMISSION[283]

Adopted and Filed Emergency After Notice

Pursuant to the authority of Iowa Code section 261.3, the Iowa College Student Aid Commission hereby Adopts and Files Emergency after Notice change to Chapter 36, "Governor Terry E. Branstad Iowa State Fair Scholarship Program," Iowa Administrative Code.

The rules in Chapter 36 describe the administration of the Governor Terry E. Branstad Iowa State Fair Scholarship Program. This Rule eliminates a sentence that restricts use of the fund.

Notice of Intended Action was published in the April 18, 2012, Iowa Administrative Bulletin as **ARC 0089C**. The adopted amendment is identical to that published under Notice.

This amendment was approved during the July 13, 2012, meeting of the Iowa College Student Aid Commission.

This amendment will become effective immediately upon filing.

This amendment is intended to implement Iowa Code chapter 261.

The following amendment is adopted.

Adopt subrule 36.1(4) as follows:

36.1(4) Monetary award.

a. Up to four awards ranging from \$500 to \$1,000 will be awarded annually. No student shall receive more than the student's established financial need.

b. A scholarship of up to \$2,000 will be awarded each year to the Iowa state fair queen.

c. The Governor Terry E. Branstad Iowa state fair scholarship fund will be established in the office of the state treasurer. ~~Only the interest earned on the scholarship fund will be used for scholarship awards.~~

COLLEGE STUDENT AID COMMISSION[283]

Notice of Intended Action

Pursuant to the authority of Iowa Code section 261.3, the Iowa College Student Aid Commission hereby gives Notice of Intended Action to amend Chapter 27, "Iowa Grant Program," Iowa Administrative Code.

The rules in Chapter 27 describe the administration of the Iowa Grant Program. This amendment proposes the inclusion of new priority recipient requirements enacted by the Iowa General Assembly in 2012 Iowa Acts, House File 2465, sections 26, 27, and 28.

Interested persons may submit comments orally or in writing by 4:30 p.m. on September 1, 2012, to the Executive Director, Iowa College Student Aid Commission, Fifth Floor, 603 East 12th Street, Des Moines, Iowa 50319-9017; fax (515)725-3401.

The Commission does not intend to grant waivers under the provisions of these rules.

After analysis and review of this rule making, the Commission finds that there could be a positive impact on jobs. This rule making increases the dollar amount of scholarship dollars distributed to individuals who will attend higher education. Individuals will be able to attend higher education institutions and obtain good jobs.

These rules are intended to implement Iowa Code chapter 261 as amended by 2012 Iowa Acts, House File 2465, sections 26, 27, and 28.

The following amendment is proposed.

CHAPTER 27 IOWA GRANT PROGRAM

283—27.1(261) State-supported grants. The Iowa grant program is a state-supported and administered grant based on financial need for Iowa residents enrolled at approved institutions of postsecondary education in Iowa.

27.1(1) Definitions. As used in this chapter:

“*Accredited higher education institution*” means any public ~~or private~~ institution of higher learning ~~or private institution defined in 261.9 that is~~ located in Iowa ~~that is~~ and accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools (NCA).

“*Financial need*” means the difference between the student’s financial resources, including resources available from the student’s parents and the student, as determined by a completed parent’s or student’s financial statement, and the student’s anticipated expenses while attending the accredited higher education institution. Any federal, state, institutional, or private aid, other than work-study, shall also be considered an available resource. Financial need shall be determined at least annually on the basis of a confidential financial statement filed on a form designated by the commission. The commission has adopted the use of the Free Application for Federal Student Aid (FAFSA), a federal form used to calculate a formula developed by the U.S. Department of Education, the results of which are used to determine expected family contribution. Relative need will be ranked based on the applicant’s expected family contribution (EFC) provided by the U.S. Department of Education. The application form must be received by the needs analysis processor by the deadline date specified by the commission.

“*Full-time resident student*” means an individual resident of Iowa who is enrolled at an accredited higher education institution in a course of study including at least 12 semester hours or the ~~trimester or quarter~~ equivalent. “Course of study” does not include correspondence courses.

“*Located in Iowa*” means a college or university accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools, that has made a substantial investment in a permanent Iowa campus and staff, and that offers a full range of courses leading to the degrees offered by the institution as well as a full range of student services.

“*Part-time resident student*” means an individual resident of Iowa who is enrolled at an accredited higher education institution in a course of study including at least three semester hours or the ~~trimester or quarter~~ equivalent. “Course of study” does not include correspondence courses.

“*Qualified student*” means a resident student who has established financial need and who is making satisfactory progress toward graduation at an eligible Iowa institution.

“*Tuition and mandatory fees*” means those college costs paid annually by all students enrolled on a full-time basis, as reported annually to the commission by each participating institution.

27.1(2) Student eligibility. A recipient must be an Iowa resident enrolled for at least three semester hours or the ~~trimester or quarter~~ equivalent in a program leading to a degree from an eligible Iowa institution. The criteria used by the state board of regents to determine residency for tuition purposes, 681 IAC 1.4(262), are adopted for this program.

27.1(3) Award limits and eligibility requirements.

a. A grant may be awarded to any qualified person who is accepted for admission or is enrolled for at least three semester hours, or the ~~trimester or quarter~~ equivalent, in a program leading to a degree from an approved, accredited higher education institution and who demonstrates financial need.

b. The annual amount of the grant to a full-time student shall not exceed the amount specified by Iowa law or the amount of the a student’s financial need or the maximum annual grant, whichever is less.

c. The maximum amount of a grant to a part-time student shall be prorated by dividing the maximum annual grant amount by 24 semester hours or the ~~trimester or quarter~~ equivalent, and multiplying that amount by the number of hours the student is enrolled.

d. Grants shall be awarded on an annual basis and shall be credited by the institution against the student’s tuition, fees, and room and board charges at the beginning of each term in equal installments upon certification that the eligible student is enrolled.

e. If a credit balance remains after crediting the amount of the grant to the student’s tuition, fees, and, if applicable, room and board charges, the institution may distribute the grant balance to the student who may use the proceeds for other bona fide education expenses such as books, equipment, and transportation.

f. If a student receiving a grant under the program discontinues attendance before the end of any academic period, but after receiving payment of grant funds for the academic period, the entire amount of any refund due the student, up to the amount of any payments made by the state, shall be distributed as follows:

(1) If an initial institutional allocation was made and funds are available due to the refund, the institution may offer additional awards, but in no case may an institution exceed its annual allocation.

(2) If institutional allocations are not made, then any refunds must be returned to the commission.

27.1(4) Extent of grant. A qualified full-time student may receive grants for not more than eight semesters of undergraduate study or the ~~trimester or quarter~~ equivalent. A qualified part-time resident student may receive grants for not more than 16 semesters of undergraduate study or the ~~trimester or quarter~~ equivalent.

27.1(5) Application process.

a. Eligible students shall apply for this grant through the use of an approved financial aid form, which uses the federally accepted method of needs analysis. For the purpose of determining financial need, the commission has adopted the use of the Free Application for Federal Student Aid (FAFSA), a federal form used to calculate a formula developed by the U.S. Department of Education, the results of which are used to determine relative need. Priority applicants, as defined in section 261.93(2)b, must complete an additional application if required by the commission.

b. Institutions shall coordinate aid packages to ensure that this grant program supplements rather than supplants federal and institutional gift aid awards and shall report need figures to the commission.

c. The institution shall clearly identify the Iowa grant on the student's aid award notice.

~~d. A student shall accept all available federal and state grants before being considered for grants under this program.~~

27.1(6) Full year of study. For purposes of this program, the commission has defined full year of study as ~~either three quarters or two semesters~~ or the equivalent. Grant payments are prorated according to this definition.

27.1(7) Priority for grants.

a. Applicants are ranked in order of the estimated amount which the family reasonably can be expected to contribute toward college expenses; and awards are granted to those who demonstrate need in order of family contribution, from lowest to highest, insofar as funds permit.

b. Priority will be given to qualified students who are residents of Iowa, who are under the age of twenty-six, or the age of thirty if the student is a veteran who is eligible for benefits, or has exhausted the benefits, under the federal post-9/11 Veterans Educational Assistance Act of 2009; who are not convicted felons as defined in section 910.15; who meet at least one of the following criteria, and who agree to allow the commission to verify this criteria:

(1) Is the child of a peace officer, as defined in section 97A.1, who was killed in the line of duty as determined by the board of trustees of the Iowa department of public safety peace officers' retirement, accident, and disability system in accordance with section 97A.6, subsection 16.

(2) Is the child of a police officer or a fire fighter, as defined in section 411.1, who was killed in the line of duty as determined by the statewide fire and police retirement system in accordance with section 411.6, subsection 15.

(3) Is the child of a sheriff or deputy sheriff as defined in section 97B.49C, who was killed in the line of duty as determined by the Iowa public employees' retirement system in accordance with section 97B.52, subsection 2.

(4) Is the child of a fire fighter included under section 97B.49B, who was killed in the line of duty as determined by the Iowa public employees' retirement system in accordance with section 97B.52, subsection 2.

~~bc. Remaining Funds~~ funds will be allocated to the sectors according to the appropriations language.

~~ed.~~ If funds are insufficient to help all students with no means of contribution to their educational expenses, institutional aid administrators will select students to receive grants.

27.1(8) Award notification. A grant recipient is notified of the award by the educational institution to which application is made. Any award notification provided by an institution on probation with the accrediting agency must be made contingent upon the institution's maintaining affiliation with the accrediting agency. The institution is responsible for completing necessary verification and for coordinating other aid to ensure compliance with student eligibility requirements and allowable award amounts. The institution reports changes of student eligibility to the commission.

27.1(9) Award transfers and adjustments.

a. Awards may be transferred among eligible institutions unless funding limitations require institutional allocations.

b. Recipients are responsible for promptly notifying the appropriate institution of any change in enrollment or financial situation. The educational institution will make necessary changes and notify the commission.

27.1(10) Restrictions. A student who is in default on a Stafford Loan, SLS Loan, or a Perkins/National Direct/National Defense Student Loan or who owes a repayment on any Title IV grant assistance or state award shall be ineligible for assistance under the Iowa grant program. Eligibility for state aid may be reinstated upon payment in full of the delinquent obligation or by commission ruling on the basis of adequate extenuating evidence presented in appeal under the procedure set forth in 283—Chapters 4 and 5, Iowa Administrative Code.

27.1(11) Institutional reporting. The commission will monitor the program according to this chapter and will require participating postsecondary institutions that receive funds for enrolled students to furnish any information necessary for the implementation or administration of the program.

This rule is intended to implement Iowa Code sections 261.93 and 261.97.

COLLEGE STUDENT AID COMMISSION[283] Notice of Intended Action

Pursuant to the authority of Iowa Code Section 261.3, the Iowa College Student Aid Commission hereby gives Notice of Intended Action to propose a new Chapter 23, “Skilled Workforce Shortage Tuition Grant Program,” Iowa Administrative Code.

The rules in Chapter 23 describe the administration of a new Skilled Workforce Shortage Tuition Grant Program pursuant to 2012 Iowa Acts, Senate File 2321, section 20.

Interested persons may submit comments orally or in writing by 4:30 p.m. on September 1, 2012, to the Executive Director, Iowa College Student Aid Commission, 5th Floor, 603 East 12th Street, Des Moines, Iowa 50319-9017; fax (515) 725-3401.

The Commission does not intend to grant waivers under the provisions of these rules.

After analysis and review of this rule making, the Commission finds that there could be a positive impact on jobs. This rule making increases the dollar amount of scholarship dollars distributed to individuals who will attend higher education. Individuals will be able to attend higher education institutions and obtain good jobs.

These rules are intended to implement Iowa Code chapter 261 as amended by 2012 Iowa Acts, Senate File, sections 20.

The following new chapter 23 is proposed.

CHAPTER 23 SKILLED WORKFORCE SHORTAGE TUITION GRANT PROGRAM

283—23.1(84GA,SF2321) Tuition grant based on financial need to Iowa residents enrolled in career-technical or career option programs at community colleges in the state. This grant shall commonly be known as the Kibbie grant.

23.1(1) Financial need.

a. Financial need shall be evaluated annually on the basis of a confidential financial statement filed on a form designated by the commission. For the purposes of determining financial need, the commission has adopted the use of the Free Application for Federal Student Aid (FAFSA), a federal form used to calculate a formula developed by the U.S. Department of Education, the results of which are used to determine relative need known as expected family contribution. The FAFSA must be received by the processing agent by the date specified by the college student aid commission.

b. Financial need is defined as the difference between the total maximum federal Pell grant for the academic year for a student with an expected family contribution of \$0 minus the Pell grant award received by the student minus the Iowa vocational-technical tuition grant received by the student.

23.1(2) Student eligibility.

a. A recipient must be an Iowa resident as defined by the Iowa department of education's "Iowa community college uniform policy on student residency status."

b. A recipient must be enrolled for at least three semester hours or the equivalent, in a career-technical, career option, or other training program eligible for federal title IV funding at an Iowa community college which has been identified as having a shortage of skilled workers by the community college in a regional skills gap analysis or by the department of workforce development in the department's most recent quarterly report.

c. A recipient may receive an award under this program for general education classes identified by the community college as required for completion of a career-technical or career option program identified as a skilled workforce shortage area. A recipient must be concurrently enrolled in a career-technical or career option program.

d. A recipient may receive an award under this program for not more than the equivalent of four semesters. A recipient who is making satisfactory progress but cannot complete the course because of required classes may receive the grant for one additional semester.

e. A full-time recipient may receive no more than one-half of the student's tuition and fees, as established by the Commission, or the amount of the student's established financial need, whichever is less. A part-time recipient's award shall be a prorated portion of the full-time award. The proration will be established by the commission in a manner consistent with federal Pell Grant Program proration. Part-time recipients taking from 3 to 5 credit hours will receive awards equal to one-fourth of the full-time award; recipients taking from 6 to 8 credit hours will receive awards equal to one-half of the full-time award; and recipients taking from 9 to 11 credit hours will receive awards equal to three-fourths of the full-time award.

f. A student shall not receive a grant if the maximum grant for which the student is eligible is less than \$200 per semester or the equivalent.

g. A recipient may again be eligible for an award under 13.1(2) "d" if the recipient resumes study after at least a two-year absence, except for coursework for which credit was previously received.

23.1(3) Priority for grants.

a. Applicants enrolled in programs required to fill the needs of industry in areas which have been identified as having shortages of skilled workers by the community college in a regional skills gap analysis or by the department of workforce development in the department's most recent quarterly report will receive priority. Skill gap areas will be ranked in order of the perceived need by each community college and applicants will be awarded as long as funding remains available.

b. Applicants who apply by the priority date specified in the application are ranked in order of the estimated amount of the family's contribution toward college expenses; and awards are granted to those who demonstrate need in order of family contribution from lowest to highest, insofar as funds permit.

23.1(4) Award notification. A grant recipient is notified of the award by the community college to which application is made. The community college is responsible for completing necessary verification and for coordinating other aid to ensure compliance with student eligibility requirements and allowable award amounts. The community college reports changes in student eligibility to the commission.

23.1(5) For purposes of this program, the commission has defined "semester" as one of two terms of enrollment established by the community college between August 1 and May 30 of each academic year or the equivalent and a summer term of equal length or the equivalent. Grant payments are prorated according to the definition in 283—23.1(2)e.

23.1(6) Award transfers and adjustments. Recipients are responsible for promptly notifying the appropriate community college of any change in enrollment or financial situation. The community college will make necessary changes and notify the commission.

23.1(7) Restrictions. A student who is in default on a Stafford Loan, SLS Loan, or a Perkins/National Direct/National Defense Student Loan or who owes a repayment on any Title IV grant assistance or state award shall be ineligible for assistance under the skilled workforce shortage tuition grant program.

Eligibility for state aid may be reinstated upon payment in full of the delinquent obligation or by commission ruling on the basis of adequate extenuating evidence presented in an appeal under the procedures set forth in 283—Chapters 4 and 5.

IOWA COLLEGE STUDENT AID COMMISSION

Indiana Wesleyan University Application for Postsecondary Registration in Iowa July 2012

RECOMMENDED ACTION:

Approve the application for postsecondary registration in Iowa for Indiana Wesleyan University with a waiver of the full-time, Iowa-based faculty member or program coordinator requirement of administrative rules.

As a condition of registration:

- Per Iowa Code Section 261B.5, Indiana Wesleyan University must notify Commission staff within 90 days of the date it establishes an Iowa location at which a distance education program student will participate in an internship, clinical, or other field experience.
- At the direction of staff, the University must develop, implement, and provide staff with a copy of a policy that complies with new Iowa Code Section 261.9(1)(h) (as enacted by Iowa Senate File 2225) within a reasonable period of time after the Iowa-based SF2225 task force completes its work to identify any achievable consensus on model guidelines and definitions.
- Clarify the University's Addiction Counseling program disclosures to ensure that prospective Iowa-resident students know the program is not intended to prepare students for any type of licensed employment in the mental health field in Iowa.

Note: Iowa Senate File 2267 enacted a change in Iowa Code Section 261B.3 that reduces the registration term from 4 years to 2 years, effective July 1, 2012. All schools that the Commission approves for initial or renewal registration after July 1, 2012, will be registered for a term of 2 years.

Registration Purpose

Iowa Code Section 261B.3 requires registration with the Commission for "a school that maintains or conducts one or more courses of instruction including courses of instruction by correspondence or other distance delivery method, offered in this state..." Commission staff implemented a policy of requiring an out-of-state school that offers a course of instruction via distance delivery to register in Iowa if some aspect of the school's distance education programs, or its operations relative to distance education programs, occurs at a location in Iowa. This could occur, for example, if a school's distance education program requires a student to complete, a clinical, practicum, or internship/externship that the student participates in at a location in Iowa, or when the school conducts recruiting activities for its distance education programs at a physical location in Iowa or employs instructors in its distance education programs that work for the school remotely from a physical location in Iowa.

Indiana Wesleyan requests registration in order to begin offering undergraduate and graduate certificate degree programs in Iowa via distance education. Under the Commission's current policy regarding distance education providers, staff required the University to register due to all of the following:

- Select distance education programs that the University wishes to offer to Iowans require a field experience that the student will participate in at an Iowa location.
- The University wishes to consider employment applications from Iowa residents for online faculty positions as they become available.
- The University currently employs an Iowa resident who works for the University from her Iowa home as a full-time, financial aid processor.

Institutional Information

Indiana Wesleyan University is a private, non-profit institution whose main campus is located at 4201 South Washington St., Marion, Indiana. Indiana Wesleyan also maintains multiple learning sites in the states of Indiana, Ohio, and Kentucky. The chief executive officer of the school is President Henry L. Smith at the same Marion, Indiana address. Indiana Wesleyan is registered with the Iowa Secretary of State as a foreign nonprofit corporation, #418020. Its registered agent in Iowa is CT Corporation System, 500 E. Court Ave., Suite 200, Des Moines IA 50309.

Indiana Wesleyan holds regional accreditation from the Higher Learning Commission (HLC). Its baccalaureate and graduate degree-level nursing programs are accredited by the Commission on Collegiate Nursing Education, and its baccalaureate and graduate programs for the preparation of teachers and other professional school personnel are accredited by the National Council for Accreditation of Teacher Education (NCATE). All of these accrediting agencies are recognized by the U.S. Department of Education.

Programs Offered In Iowa

Indiana Wesleyan applied for registration to offer the following online programs. Estimated total program charges for tuition, fees, books, and supplies are listed for each program.

Undergraduate Certificate

- Communication \$4,740
- Religious Studies \$4,740
- Criminal Justice \$4,740
- Human Services \$4,740
- Parish Nursing \$4,740
- General Studies \$4,740

Associate Degree

- General Studies \$7,750
- Accounting \$19,113
- Business \$19,318
- Criminal Justice \$19,113
- Christian Ministries \$18,456

- ✓ With 30% non-Wesleyan Pastor Discount \$13,592
- ✓ With 50% Wesleyan Pastor Discount \$10,328
- Computer Information Technology \$20,704

Baccalaureate Degree Completion

- General Studies 30 credits \$10,660
- Criminal Justice 42 credits \$15,659
- Addictions Counseling 45 credits (non-licensure; the State of Iowa does not license drug or alcohol abuse counselors) \$16,219.*
- Biblical Studies 42 credits \$14,674
 - ✓ With 30% non-Wesleyan Pastor Discount \$10,600
 - ✓ With 50% Wesleyan Pastor Discount \$7,870
- Management 42 credits \$19,920
- Management Human Resources 48 credits \$22,984
- Business Information Systems 41 credits \$19,487
- Accounting 41 credits \$19,328
- Business Administration 40 credits \$19,476
- Business Administration Human Resources 42 credits \$25,125
- Marketing 42 credits \$19,929
- RN to Bachelor of Science in Nursing 40 credits (non-licensure; approval of the Iowa Board of Nursing is not required) \$17,408*

Graduate Certificate

- Health Care Management \$5,940
- Accounting \$5,940
- Human Resource Management \$5,940

Masters Degree

- Education (non-licensure track; Iowa Board of Education approval is not required) \$14,409*
- Business Administration (MBA) Executive Management \$24,618
- MBA International Business \$24,618
- MBA Accounting \$25,091
- MBA Management \$24,886
- MBA Health Care \$24,531
- MBA Human Resources \$24,900
- Management Accounting \$20,643
- Management \$20,250
- Management Health Care \$20,082
- Management Human Resources \$20,451
- Addictions Counseling (non-licensure; the State of Iowa does not license persons employed as drug or alcohol abuse counselors. Staff requested that the University clarify in its program description that this program does not lead to any licensed employment in the mental health field in Iowa.) \$22,706*
- Student Development Counseling and Administration (non-licensure; program focuses on higher education) \$17,102*
- Ministerial Leadership and Youth Ministry \$14,594

- ✓ With \$110 discount \$10,634
- ✓ With 50% Wesleyan Pastor Discount \$7,610
- Master of Divinity \$29,765
 - ✓ With \$110 Discount \$21,515
 - ✓ With 50% Wesleyan Pastor Discount \$15,215

**Field Experience*

The programs above identified by an asterisk (*) require an internship, practicum, or clinical field experience in which an Iowa resident may participate at an Iowa location. The University provided staff with its internal policies for field experiences that explain student expectations, site preceptor or supervisor qualifications and expectations, and the University's standards, as applicable, for field experience sites. A summary of those expectations appears below:

- Addictions Counseling: Baccalaureate degree - 350 practicum hours which may be completed at the same site, or an employment site. Graduate degree – 100 hour practicum and 300 hour internship. Field experience sites and the University enter into an agreement outlining terms and conditions of the field experience and the responsibilities of both parties. Field experience supervisors must be approved by the Program Director and must have at least a master's degree in marriage and family therapy, social work, clinical mental health, addictions counseling, or counseling, or be a licensed marriage and family therapists, a licensed clinical social workers, mental health counselors, psychologists, or psychiatrists. Site supervisors provide final evaluations to the school.
- Student Development Counseling – 300 hour internship which may be completed at the same site or an employment site. Field supervisor qualifications are reviewed by the Program Director on an individual basis.
- Post-licensure Nursing Programs – the University enters into an agreement with the health facility site outlining terms and conditions of the clinical experience and the responsibilities of both parties. Post-licensure program field experiences are geared toward applied research projects under the guidance of a site preceptor.

Per Iowa Code Section 261B.3A, Indiana Wesleyan has recently requested the approval of the Iowa Board of Education for a new Master of Education program with a licensure track in Special Education. In the future, Indiana Wesleyan may request a registration amendment to add this program after providing documentation of the Iowa Board of Education's approval.

Registration Compliance

As required by Iowa Code Section 261B.4, Indiana Wesleyan disclosed its policy on refunding tuition charges for withdrawn students. The policy is disclosed on the University's web site at <http://www.indwes.edu/catalog/> . Prospective online students should note that the University maintains a separate tuition refund policy for its online and on-campus programs. Tuition refund policies for its online programs may be found at the link above using the following route: Contents, College of Adult & Professional Studies, Policies and General Information, Financial Information, Refund Policy – Degree Programs. The University's specific tuition refund policy is not a criterion for registration.

Administrative rules specifically require the school to comply with the requirements of Chapter 261.9(1) “e” through “h”. (Note: Iowa Code Section 261.9(1)(h) was newly enacted as the result of approved Iowa Senate File 2225.)

- Iowa Code Section 261.9(1)(e) requires a school to maintain and disseminate a drug and alcohol abuse policy that includes sanctions for violation of the school’s policy and information about the availability of drug or alcohol counseling or rehabilitation. Iowa Code Section 261.9(1)(f) requires a school to maintain and disseminate a sexual abuse policy that includes information about counseling opportunities and reporting instances of sexual abuse to school officials and law enforcement. These requirements duplicate policies and disclosures required by the federal Department of Education for a school that participates in the federal student aid programs. Indiana Wesleyan provides these disclosures to students in its Annual Security Report, which is part of the University’s online catalog at <http://www.indwes.edu/catalog/>
- Iowa Code Section 261.9(1)(g) requires a school to maintain a special policy concerning tuition and mandatory fee charges for members of the Iowa National Guard or reserve members of the U.S. Armed Forces, or the spouse of such a member if the member has a dependent child, when the service member or spouse must withdraw from the school because the service member has been called to active (Iowa) state or federal military duty or service. The University provided staff with a sample of this disclosure for review. Indiana Wesleyan maintains a compliant policy that is disclosed to prospective, Iowa-resident online students during the admission process.
- Iowa Senate File 2225 created a new Iowa Code Section 261.9(1)(h). This new law, generally effective July 1, 2012, requires a school to develop and implement a policy for employees who, in the course of their employment, attend, examine, counsel, or treat a child and who suspect physical or sexual abuse of that child. By cross-reference from existing administrative rules for registration [283-21.2(261B), subsection 7], this new policy now applies to Iowa’s registered schools.

The Commission created a task force comprised of Iowa-based school representatives and staff to study this new statutory provision and determine whether any state-wide consensus could be achieved regarding key terms that were not defined in law and general guidelines for institutional policies. Staff have also requested that the Iowa Attorney General’s office review the consensus document when it is completed.

Therefore, staff recommend that the Commission waive the enforcement of Iowa Code Section 261.9(1)(h) – as it as it relates only to registration qualifications – until after the Iowa Attorney General’s office has completed its review of the Iowa-based task force’s work, and for a reasonable period of time thereafter. Staff will ensure that Indiana Wesleyan, and any other school who applied for registration before the effective date of this new law, develops and implements a policy.

- In its registration application, the University affirms its willingness to comply with the requirements of Iowa Code Chapter 261.9, as stipulated by Iowa Code Section 261B.4(8). Chapter 261.9 requires disclosure to students of information about the school’s programs, charges, tuition refund policies, whether a certificate or diploma awarded by the school is applicable toward a degree program the school offers, and the identity of the school’s

accrediting agency. These disclosures are duplicative of the federal Department of Education's student consumer information disclosure requirements for a school that participates in the federal student aid programs and are provided to prospective, lowa-resident online students in a separate disclosure during the admission process.

- The University discloses in its application that it follows guidelines suggested in the AACRAO Retention of Records Guide http://www.aacrao.org/publications/publications_catalog/publications_catalog_records_and_registration.aspx for preservation of student records. Student records are retained in both the student information system, Datatel Colleague, and in a document imaging system.
- A student or graduate must submit a written request for a transcript via mail or fax directly to the Office of the Registrar, 4201 South Washington St., Marion, IN 46953; (765) 677 2131 (telephone); (765) 677 2662 (fax); registrar@indwes.edu. More detailed information about the transcript request and receipt process is available on the University's web site at <http://www.indwes.edu/Academics/Registrar/Transcript/>
- Indiana Wesleyan affirms that it will comply with the provisions of Iowa Code Section 261B.7, which states, "Neither a school nor its officials or employees shall advertise or represent that the school is approved or accredited by the Commission or the state of Iowa nor shall it use the registration as a reference in promotional materials." However, this stipulation was modified by Iowa Senate File 2267, generally effective July 1, 2012. Now, provided the school does not claim "approval" or "accreditation," the school must disclose to students that it is registered by the Commission and provide Commission contact information for students who have questions or complaints about the school. The University maintains a web-based state authorization page for this purpose, as part of its Student Consumer Information <http://www.indwes.edu/About/Student-Consumer-Information/Institutional-Authorization-and-Consumer-Complaints/> .

Indiana Wesleyan University complied with the following additional administrative rule requirements for a registration applicant:

- The University submitted the report of an independent auditing firm, BKD, LLP, dated September 26, 2011, for the institutional fiscal years ending June 30, 2011 and 2010. The auditing firm expressed its opinion that the University's financial statements present fairly, in all material respects, the school's financial position.

A private, non-profit school that participates in the federal student aid programs must maintain a composite score, based on a three factor financial responsibility ratio, of at least 1.5 in order to be determined financially responsible without additional oversight. Staff did not find that the independent auditing firm reported or tested the College's composite score. The most recent composite score available from the federal Department of Education for the University is for the institutional fiscal year that ended on June 30, 2010; the University's composite score was 3.0.

- Indiana Wesleyan provides a wide range of library resources, including databases that serve all of the majors and minors available at the University, <http://www2.indwes.edu/library/databases.html>. Students may access these databases from

any internet-capable location using a library access number issued upon enrollment. In addition, Off Campus Library Services provides mediated document delivery services, interlibrary loan services, and live/e-mail reference assistance for any student from any location. Response time is documented at two business days or less. The University also provides online database tutorials, including special tutorials for business, education, and nursing, that help acquaint students with using the variety of indexes available through the University. The recent initiation of a subscription for LibGuides™ will allow the University to provide more focused, class-specific library instruction and access to library resources.

- It appears that the University employs individuals who have degrees, special training, experience, or other accomplishments that qualify them for their assignments, based on staff review of faculty profiles provided for each University school on its website <http://www.indwes.edu/Academics/Faculty-Directory/> and current online faculty job postings. For example:
 - ✓ In the School of Nursing, all faculty have at least a master's degree and several hold an earned doctorate. Online adjunct job postings indicate that a candidate must have a Master of Nursing degree and at least five years work experience in the field of nursing.
 - ✓ In the Accounting Department, one faculty member holds an earned doctorate and the other is a licensed CPA. Online adjunct job postings indicate that a candidate must have, at minimum, a master's degree with 18 graduate hours in accounting, and teaching experience.
 - ✓ In the Addiction Studies Department, all faculty hold an earned doctorate. Online adjunct job postings indicate that while a Masters degree will be considered, a Ph.D. in a counseling-related field is preferred and current professional licensure is required.
 - ✓ In the Master of Education program, all faculty hold an earned doctorate.
 - ✓ In the Master Business program(s), all faculty hold at least a master's degree and 5 out of 7 have an earned doctorate.
- Onsite and online curriculum development is a faculty-led process. A course is assigned to a faculty content-area expert for development or revision. The draft course is reviewed by other faculty and administrators who collaborate with the content-area expert on edits in content and coursework. After curriculum is approved, the program leader collaborates with an instructional designer for online implementation.
- Indiana Wesleyan University provided a written, signed statement from its President, Henry L. Smith, Ph.D., stating that IWU will continue to maintain its historical commitment to excellence in serving Iowa residents through distance education programs. The University intends to fully support all programs, and while a closing of the online programs is not foreseen, all necessary means to support students in the completion of their respective programs would be provided should the University become unable to serve Iowa residents.

Full-Time Iowa Resident Faculty Member or Program Coordinator. Upon registration approval, Indiana Wesleyan wishes to renew the employment of an Iowa resident, Dr. Michael Bootsma, michael.bootsma@agsfaculty.indwes.edu, as a *part-time*, adjunct, online faculty member. Dr. Bootsma is a licensed attorney and registered CPA. The University has approved Dr. Bootsma to teach courses related to accounting, business law, and taxation. The University employs an additional Iowa resident as a full-time financial aid support staff member who works for the

University remotely from her Iowa home. However, this financial aid staff member has no contact with students. Consistent with the authority the Commission granted to staff in March 2011, staff recommend that Iowa Wesleyan University be granted a waiver of the requirement of administrative rule to employ a full-time, Iowa-based faculty member or program coordinator given that its registration purpose is to provide programs solely via distance education.

The University disclosed its process for non-academic grievances and appeals. A student may seek recourse from any University nonacademic program of employment-related dispute, alleged discrimination, or other state or federal legislation through an informal and formal procedure. Initially, the student should seek informal resolution with the individual department concerned. If the student is dissatisfied with the response, he/she may request a hearing with the Dean for Mentoring and Accountability, the Assistant Vice President for Student Development or the Associate Dean of Adult and Professional Studies. If the complaint is not resolved at this level, the student may request a hearing with the Vice President for Student Development or the Vice President for Adult and Professional Studies. If the complaint is still not satisfactorily resolved, the student may initiate the formal, written grievance procedure within 30 days of the event or action. Students are afforded four levels of appeal in this process, culminating with a hearing with the President of the University. Students must seek recourse at each level within 15 working days of a response that is unsatisfactory to the student, except that the University will make exceptions in cases of a lengthy investigation, hearing, illness, or other unforeseen circumstances.

The University also outlined its process for academic grievances and appeals. This process is described, as required for a federal student aid participant, in the University's online catalog at <http://www.indwes.edu/catalog/> under College of Adult and Professional Studies, Policies and General Information, Academic Information, Grade Appeal and Academic Policy Grievance.

Additional Information

The University disclosed the following additional information as required by the registration application and Iowa Code as modified by Iowa Senate File 2267. At this time, there are no specific registration standards associated with this data; therefore, it is provided for information purposes only.

- Federal Stafford Loan Cohort Default Rate (FFY 2009 for the entire institution): 4.1%
 - FFY 2009 national average cohort default rate: 8.8%
- Graduation rate (percentage of first-time, full-time undergraduate students who graduated within 150% of the normal time for program completion as reported to the federal Department of Education): 63%
- Average indebtedness of Indiana Wesleyan University adult undergraduate program graduates who received a loan(s) for 2010-2011: \$22,850 (baccalaureate degree completion program graduates only); \$24,124 (associate degree program graduates only). Mean indebtedness of students who graduated from both associate and baccalaureate degree programs for 2010-2011: \$32,253.

Compliance with Iowa Code Chapter 714

Section 714.18 – Evidence of Financial Responsibility

As an addendum to its registration application, Indiana Wesleyan filed sufficient evidence to support an exemption from Iowa's financial responsibility laws under Iowa Code Section 714.19, subsection 1, as a college or university "authorized by the laws of Iowa or any other state or foreign country to grant degrees." The school provided a copy of Indiana law that acknowledges the University, by name, as a postsecondary, degree-granting institution in that state.

Section 714.23 – State Tuition Refund Policy

Indiana Wesleyan University is exempt from Iowa Code Section 714.23 because it is a private, non-profit institution.

IOWA COLLEGE STUDENT AID COMMISSION

University of Phoenix Application for Postsecondary Registration Amendment July 2012

RECOMMENDED ACTION:

Approve the University of Phoenix's request for a registration amendment to change its Des Moines campus location.

Amendment

The University of Phoenix is currently registered in Iowa for a term that expires on May 21, 2013 to offer postsecondary educational programs via classroom instruction at 6600 Westown Parkway, West Des Moines, and 3726 Queen Ct. SW, Suite #203, Cedar Rapids, Iowa. The University requests to relocate its Des Moines site from 6600 Westown Parkway, West Des Moines, to 317 6th Avenue, 1st floor, Des Moines (formerly the downtown Bank of America building). When the University initiates instruction at the new campus, it will permanently close the old site in West Des Moines.

Iowa Code Chapter 261B, section 3, subsection 1, paragraph "a" states, "Registrations . . . shall be amended upon a change in location. . ." Therefore, a registered school that wishes to change its location must request an amendment to its registration, and the Commission must approve this request.

New Location Information

The University of Phoenix provided staff with a signed lease agreement between Bridge Des Moines Properties LLC and the University of Phoenix that permits the University to occupy the property at 317 6th Ave., Des Moines. The new space includes approximately 9000 square feet. The University also provided staff with a floor plan illustrating office space, private interview rooms, a faculty resource center, a media room, a break and vending room, a student resource center with 18 computer stations and printing access, and three (3) classrooms. The classrooms all include a projection system, student computer hookups, and wireless internet access.

The University also provided additional information about how it anticipated using this space to accommodate projected student enrollment:

The relocation of the campus facility from West Des Moines to downtown will allow enhanced access, conveniences, and services to the University's Des Moines area student body, many of whom work downtown. The University anticipates a projected total enrollment of between 68 and 78 students in 2013 and 2014.

The enrollment projections provided for the upcoming years were based on possible increases in overall total enrollment, and not necessarily current enrollment at any one point. As a reference point, the Des Moines campus currently has about 40 enrolled students. Students typically take one course at a time and courses are scheduled consecutively. Each classroom session is held one evening each week and classes are typically scheduled 4 nights per week (Monday –Thursday) and sometimes on Saturdays if there is cohort demand for a weekend seminar course. Based on this, the overall classroom capacity with the planned configuration

would be between 120 and 150, and this is assuming each classroom is only used once per day.

The campus course schedulers are careful to schedule courses based on the cohort demand and available class space. Each campus has a course schedule established in advance, both for the benefit of students and for campus operational purposes. Finally, the University does occasionally use extension sites if there is a need. If there were a large increase in demand and enrollment, the campus would likely check into annexing additional space onsite, or nearby if necessary. If a need for future extension classroom space was needed at another address, the University would go through the amendment and approval process again, but this is not expected based on the previous enrollment at the Des Moines campus and the anticipated enrollment at the new site.

IOWA COLLEGE STUDENT AID COMMISSION

Nebraska Wesleyan University Request to Initiate Instruction in Iowa July 2012

RECOMMENDED ACTION:

- 1. Approve Nebraska Wesleyan University's request to initiate instruction in Iowa**
- 2. Extend the University's registration term to 4 years, through November 18, 2015**

On November 18, 2011, the Commission initially approved Nebraska Wesleyan University (NWU) for a provisional registration period of 18 months. NWU proposed to offer RN to BSN and Master of Science in Nursing programs via in-person instruction at Iowa Western Community College (IWCC) locations in Council Bluffs and Clarinda, Iowa. In addition, NWU sought to offer a limited number of specific courses (less than 5) in the RN to BSN program at IWCC sites in Atlantic, Harlan, and Shenandoah, Iowa. IWCC offers the University classroom space at all of these locations.

The Commission approved a provisional registration period for NWU because of the Higher Learning Commission's stipulation that, before it grants approval for a school to operate in a state, the school must have the State's authorization to operate in that state. During the initial 18-month provisional registration period, the Commission instructed NWU to accomplish both of the requirements listed below:

1. Secure the Higher Learning Commission's approval of the University's Iowa site(s), as applicable. On February 20, 2012, the Higher Learning Commission (HLC) approved NWU to establish additional out-of-state locations at IWCC locations in Clarinda and Council Bluffs, Iowa. The HLC did not require the University to seek its approval for sites in Atlantic, Harlan, and Shenandoah, Iowa, since NWU plans to limit instruction to less than 5 courses at each site.
2. Employ a full-time, Iowa-resident faculty member or program coordinator that is devoted to Iowa students. NWU provided the job specifications it created for a full-time, Iowa resident Nursing Program Coordinator who will also have teaching responsibilities in the Master of Science in Nursing program. These qualifications include, at minimum, a Master's degree in nursing, a valid license to practice nursing in the state of Iowa, and demonstrated practice expertise or teaching experience. NWU hired Council Bluffs resident Tracy Ozzello to fill this position. The University has confirmed through a third party that Ms. Ozzello is a resident of Council Bluffs. Ms. Ozzello holds a valid Iowa RN license, a Master's of Science in Nursing from Nebraska Wesleyan University, and experience in administration and teaching, precepting, and/or mentoring students. Since Ms.

Ozzello is a graduate of both Nebraska Wesleyan and Iowa Western Community College, the University believes that she will be an additional asset to Iowa students who are transitioning from Iowa Western Community College to NWU's Iowa-based, post-licensure nursing programs.

In November, 2011, the Commission agreed that, upon NWU's demonstration of compliance with both of the above requirements, the Commission would explicitly authorize the University to initiate instruction in Iowa and extend the University's registration period to the full term. Staff are implementing Senate File 2267, which reduces the Iowa registration term from 4 years to 2 years, for all initial or renewal registrations the Commission approves on or after the effective date of the law, July 1, 2012. Therefore, since NWU was initially approved for registration in Iowa before the effective date of this change, its registration term should be extended to 4 years, through November 18, 2015.

IOWA COLLEGE STUDENT AID COMMISSION

GEAR UP Iowa Cohort Student Data System – CoBro Consulting Contract July 2012

RECOMMENDED ACTION:

Authorize staff to enter into a contract with CoBro Consulting for a Cohort Student Data Tracking System per State of Iowa RFP0712284066.

GEAR UP Iowa, administered by the Iowa College Student Aid Commission and the Iowa Department of Administrative Services (DAS), issued a Request for Proposals (RFP) in April 2012 for a cohort student data system in order to best serve the GEAR UP Iowa cohort of more than 6000 students primarily enrolled in 18 school districts across the state. The winning bidder, CoBro Consulting, was selected after careful consideration of weighted criteria by a committee of bid evaluators whose membership included representatives from GEAR UP Iowa, the Iowa College Student Aid Commission, the Iowa Department of Administrative Services, and the Iowa Department of Education.

CoBro's Compass System will provide GEAR UP Iowa with the ability to implement continuous "real time" program evaluation at the individual student, school, district, and state levels. The system allows the tracking and evaluation of customized variables including but not limited to demographics, GEAR UP Iowa program activity participation, both in and out of school academic courses, grades, assessments, standardized test results, attendance, and disciplinary actions.

DAS has notified CoBro Consulting of their proposal's status and has drafted a contract to implement procurement. The drafted contract includes annual costs of \$30,000 for system implementation and customization through August 31, 2012 and annual costs of \$35,000 beginning September 1, 2012. The contract can be extended for up to 6 years annually at the discretion of GEAR UP Iowa, dependent upon continued 100% federal funding of the GEAR UP Iowa grant.

CoBro's Compass system was specifically created to facilitate data management, student tracking, statistical analysis, and progress reporting for the GEAR UP Program. The system is customizable to meet the needs of individual GEAR UP programs and maximize the efficiency and evaluation capacity of each program. Compass will interface with systems at the Iowa Department of Education and all GEAR UP Iowa schools and districts, allowing for a seamless upload of GEAR UP Iowa data into the system without duplication of effort. Over the past seven years, CoBro Consulting has provided evaluation services and data management systems to more than 30 GEAR UP state and partnership programs in 14 states across the nation.

In order to most efficiently serve the GEAR UP Iowa cohort and track delivery of GEAR UP Iowa services to all cohort students, staff recommends contracting with CoBro Consulting for services outlined in their response to State of Iowa RFP0712284066.

Iowa Department of Administrative Services

Contracts Declaration & Execution Page

Title of Contract: Student Longitudinal Tracking System	Bid Proposal Number RFP0712284066	Contract Number 4330-13
This Agreement is entered into between the State of Iowa (by and through its agency, the Department of Administrative Services) and the Contractor named below:		
State Agency's Name:		
Contractor's Name:		
Contract to Begin:	Date of Expiration:	Annual Extensions: 5
<p>The parties agree to comply with the terms and conditions and attachments which are by this reference made a part of the Agreement:</p> <p>Section 1 – Terms & ConditionsPage 2</p> <p>Section 2 – Scope of Work.....Page 26</p> <p>Section 3 – Pricing.....Page 30</p> <p>Section 4 – ContactsPage 32</p>		

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

Contractor: CoBro Consulting

By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing	
Address 11546 Village Ridge Road San Diego, CA 92131	

State of Iowa: Iowa College Student Aid Commission

By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing	
Address 603 E. 12th Street, FL 5th Des Moines, IA 50319	

SECTION 1
Terms & Conditions

- 1.1 This Contractual Agreement for a student longitudinal tracking system to the State of Iowa (hereafter referred to as “Agreement” or “Contract”) is made and entered into as of the last date signed (“Effective Date”), by and between the State of Iowa (hereafter referred to as “State” or “DAS”) and CoBro Consulting LLC, located at 11546 Village Ridge Road, San Diego, CA 92131 (hereafter referred to as “CoBro” or “Contractor”).

IN CONSIDERATION OF the mutual promises and covenants contained herein, the State and CoBro agree that this Agreement forms a binding contract for providing a student longitudinal tracking system to the State of Iowa. This document is based on RFP0712284066 and includes all mutually agreed items. This contract will serve as the governing document of agreement between the State and CoBro. In the event that issues arise that are not covered by this agreement, RFP0712284066 and the CoBro’s response to RFP0712284066 will govern. All other issues will be settled by mutual agreement.

- 1.2 Definitions and General Information The following words shall be defined as set forth below:

- 1.2.1 “Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.
- 1.2.2 “Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.
- 1.2.3 “Acceptance Tests” or “Acceptance Testing” mean the tests, reviews and other activities that are performed by or on behalf of Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.
- 1.2.4 “Bid Proposal” or “Proposal” means the Contractor’s proposal submitted in response to the RFP.
- 1.2.5 “Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified on the Contract Declarations & Execution Page(s) and includes the signed Contract Declarations & Execution Page(s), the Special Terms, these General Terms for Services Contracts, any Special Contract Attachments, and all other attachments to the Contract Declarations & Execution Page(s).
- 1.2.6 “Contract Declarations & Execution Page(s)” means the document that contains basic information about the Contract and incorporates by reference these General Terms for Services Contracts, the Special Terms, and all other attachments to the Contract Declarations and Executions Page(s).

- 1.2.7 “Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.
- 1.2.8 “Deliverables” means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.
- 1.2.9 “Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.
- 1.2.10 “RFP” means the Request for Proposals or Request for Bids (and any Addenda thereto) identified on the Contracts Declarations and Execution Page(s) that was issued to solicit the Deliverables that are subject to the Contract.
- 1.2.11 “Special Contract Attachments” means any attachment to this Contract indicated on the Contract Declarations & Execution Page(s).
- 1.2.12 “Special Terms” means the Contract attachment entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work, contract payment terms, and any amendments to these General Terms and Conditions for Services Contracts. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.
- 1.2.13 “Specifications” means all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the RFP, and the Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules, and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.
- 1.2.14 “State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

1.3 Duration of Contract

The term of the Contract shall begin and end on the dates specified on the Contract Declarations & Execution Page(s), unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, exercise any applicable

extension by giving the Contractor written notice of the extension decision at least sixty (60) days prior to the expiration of the initial term or renewal term.

1.4 Scope of Work

The Contractor shall provide Deliverables that comply with and conform to the Specifications.

1.5 Compensation

1.5.1 Pricing The Contractor will be compensated in accordance with the payment terms outlined in the Contract Payment Terms and Scope of Work described in Section 2 of this document.

The Contractor shall submit an invoice for Deliverables rendered in accordance with this contract. The invoice shall comply with all applicable rules concerning payment of such claims. The Agency shall verify the Contractor's performance of the Deliverables outlined in the invoice before making payment. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code 8A.514.

The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code §8A.514.

Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

1.5.2 The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedure 210-245 (accessible on the internet) for limits on travel expenses.

1.5.3 Withholding Payments In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to Contractor, in whole or in part, without penalty to the Agency or work stoppage by Contractor, in the event the Agency determines that:

1.5.3.1 Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or

1.5.3.2 Any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency. No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

1.5.4 Setoff against Sums Owed by the Contractor In the event that Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, set off any such sum against: (1) any sum invoiced by, or owed to, Contractor under this Contract, or (2)

any sum or amount owed by the State to Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing setoff.

1.6 Termination

1.6.1 Termination for Cause by the Agency The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

1.6.1.1 Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

1.6.1.2 Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

1.6.1.3 Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;

1.6.1.4 Contractor terminates or suspends its business;

1.6.1.5 Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

1.6.1.6 Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;

1.6.1.7 The Agency determines or believes the Contractor has engaged in conduct that:

a. Has or may expose the Agency or the State to material liability, or

b. Has caused or may cause a person's life, health or safety to be jeopardized;

1.6.1.8 Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;

1.6.1.9 Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

1.6.1.10 Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:

- a. Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- b. Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- c. Making an assignment for the benefit of creditors;
- d. Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
- e. Taking any action to authorize any of the foregoing.

The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

1.6.2 Termination upon Notice Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

1.6.3 Termination Due to Lack of Funds or Change in Law Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- 1.6.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
 - 1.6.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
 - 1.6.3.3 If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
 - 1.6.3.4 If the Agency's duties, programs or responsibilities are modified or materially altered; or
 - 1.6.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.
 - 1.6.3.6 The Agency shall provide Contractor with written notice of termination pursuant to this section.
- 1.6.4 Limitation of the State's Payment Obligations In the event of termination of this Contract for any reason by either party (except for termination by the Agency), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this Section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:
- 1.6.4.1 The payment of unemployment compensation to Contractor's employees;
 - 1.6.4.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

- 1.6.4.3 Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
 - 1.6.4.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
 - 1.6.4.5 Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- 1.6.5 Contractor's Termination Duties Upon receipt of notice of termination or upon request of the Agency, Contractor shall:
- 1.6.5.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
 - 1.6.5.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
 - 1.6.5.3 Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
 - 1.6.5.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
 - 1.6.5.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.
- 1.6.6 Termination for Cause by Contractor Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

1.7 Confidential Information

- 1.7.1 Access to Confidential Information The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Agency to the extent necessary to carry out its responsibilities under the Contract. The Contractor shall presume that all information received pursuant to this Contract is

confidential unless otherwise designated by the Agency. The Contractor shall provide to the Agency a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Agency at all times.

- 1.7.2 No Dissemination of Confidential Information No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. Any data supplied by the Agency to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Agency. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.
- 1.7.3 Subpoena In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the confidential information.
- 1.7.4 Reporting of Unauthorized Disclosure The Contractor shall immediately report to the Agency any unauthorized disclosure of confidential information.
- 1.7.5 Survives Termination The Contractor's obligations under this section shall survive termination or expiration of this Contract.

1.8 Indemnification

- 1.8.1 By the Contractor The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

- 1.8.1.1 Any breach of this Contract;

- 1.8.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
 - 1.8.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
 - 1.8.1.4 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;
 - 1.8.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.
- 1.8.2 Survives Termination Contractor's duties and obligations under this section shall survive the termination of this Contract and shall apply to all acts or omissions taken or made in connection with the performance of this Contract regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party.

1.9 Insurance

- 1.9.1 Insurance Requirements The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals thereof. The Contractor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.
- 1.9.2 Types and Amounts of Insurance Required Types and Amounts of Insurance Required. Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified below for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Prod./Comp. Aggregate	\$1 million
	Personal injury	\$1 million
	Each Occurrence	\$1 million
Excess Liability, umbrella form	Each Occurrence	\$1 million
	Aggregate	\$1 million
Professional Liability		\$1 million
Automobile Liability		\$1 million
Property Damage	Each Occurrence	\$1 million
	Aggregate	\$1 million
Workers Compensation and Employer Liability	As Required by Iowa law	

1.9.3 Certificates of Coverage Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract and any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The certificates shall be subject to approval by the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days' prior written notice to the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

1.9.4 Waiver of Subrogation Rights The Contractor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the State.

1.10 Project Management & Reporting

1.10.1 Project Manager At the time of execution of this Contract, each party shall designate, in writing, a Project Manager to serve until the expiration of this Contract or the designation of a substitute Project Manager. During the term of this Contract, each Project Manager shall be available to meet monthly, unless otherwise mutually agreed, to review and plan the Deliverables being provided under this Contract.

1.10.2 Review Meetings During the review meetings the Project Managers shall discuss progress made by the Contractor in the performance of this Contract. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications

issued in writing during the course of Contract performance shall be maintained by each party.

1.10.3 Reports At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains unresolved, written reports shall identify:

1.10.3.1 Any event not within the control of the Contractor or the Agency that accounts for the problem;

1.10.3.2 Modifications to the Contract agreed to by the parties in order to remedy or solve the identified problem;

1.10.3.3 Damages incurred as a result of any party's failure to perform its obligations under this Contract; and

1.10.3.4 Any request or demand by one party that another party believes is not included within the terms of this Contract.

1.10.4 Problem Reporting Omissions The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy under this Contract or at law or equity that the Agency may have. The Agency's failure to identify the extent of a problem or the extent of damages incurred as a result of a problem shall not act as a waiver of performance or damages under this Contract. Where other provisions of this Contract require notification of an event in writing, the written report shall be considered a valid notice under this Contract provided the parties required to receive notice are notified.

1.10.5 Change Order Procedure The Agency may at any time request a modification to the Scope of Work using a change order. The following procedures for a change order shall be followed:

1.10.5.1 Written Request. The Agency shall specify in writing the desired modifications to the same degree of specificity as in the original Scope of Work.

1.10.5.2 The Contractor's Response. The Contractor shall submit to the Agency a firm cost proposal for the requested change order within five (5) business days of receiving the change order request.

1.10.5.3 Acceptance of the Contractor Estimate. If the Agency accepts the cost proposal presented by the Contractor, the Contractor shall provide the modified Deliverable subject to the cost proposal included in the Contractor response. The Contractor's provision of the modified deliverables shall be governed by the terms and conditions of this Contract.

1.10.5.4 Adjustment to Compensation. The parties acknowledge that a change order for this Contract may or may not entitle the Contractor to an equitable adjustment in the Contractor's compensation or the performance deadlines under this Contract.

1.10.6 Legislative Changes The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

1.11 Intellectual Property

1.11.1 Ownership and Assignment of Other Deliverables Contractor agrees that the State and Agency shall become the sole and exclusive owners of all Deliverables. Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary or affiliate of Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by Agency, upon completion or termination of this Contract, Contractor will immediately turn over to Agency all Deliverables not previously delivered to Agency, and no copies thereof shall be retained by Contractor or its employees, agents, subcontractors or affiliates, without the prior written consent of Agency.

1.11.2 Waiver To the extent any of Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

1.11.3 Further Assurances At the Agency's request, Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish,

perfect or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section K.1.

1.12 Warranties

1.12.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (a) this Contract specifically denominates the Contractor's promise as a warranty; or (b) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

1.12.2 Contractor represents and warrants that:

1.12.2.1 All Deliverables shall be wholly original with and prepared solely by Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

1.12.2.2 Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

1.12.2.3 The Agency shall peacefully and quietly have, hold, possess, use and enjoy the deliverables without suit, disruption or interruption.

1.12.3 Contractor represents and warrants that:

1.12.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

1.12.3.2 The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party.

Contractor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then Contractor shall, at the Agency's request and at the Contractor's sole expense:

- a. procure for the Agency the right or license to continue to use the Deliverable at issue;
- b. replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation;
- c. modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or
- d. accept the return of the Deliverable at issue and refund to the Agency all fees, charges and any other amounts paid by the Agency with respect to such Deliverable. In addition, Contractor agrees to indemnify, defend, protect and hold harmless the State and its officers, directors, employees, officials and agents as provided in the Indemnification section of this Contract, including for any breach of the representations and warranties made by Contractor in this section.

The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

1.12.4 Contractor represents and warrants that the Deliverables (in whole and in part) shall:

1.12.4.1 Be free from material Deficiencies; and

1.12.4.2 Meet, conform to and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Schedule A. During the Warranty Period Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) business days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event Contractor is unable to repair, correct or replace such Deliverable to the Agency's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto.

The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal or equitable remedies. Contractor shall be available at all reasonable times to assist the Agency with questions, problems and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverable may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

- 1.12.5 Contractor represents, warrants, and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Agency notifies Contractor of any services performed in violation of this standard, Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above specified manner, or if the Contractor is unable to perform the services as warranted, Contractor shall reimburse the Agency any fees or compensation paid to Contractor for the unsatisfactory services.
- 1.12.6 Contractor represents and warrants that the Deliverables will comply with any applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Contract, including applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.
- 1.12.7 Obligations Owed to Third Parties The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.
- 1.13 Acceptance Testing Except as otherwise specified in the Scope of Work, all Deliverables shall be subject to the Agency's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Contractor with respect to any Deliverable, Contractor shall deliver a written notice to the Agency certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Agency to conduct Acceptance Tests; provided, however, that Contractor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Agency. At the Agency's request, Contractor shall assist the Agency in performing Acceptance Tests at no additional cost to the Agency. Within a reasonable period of time after the Agency has completed its Acceptance Testing, the Agency shall provide

Contractor with written notice of Acceptance or Nonacceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Agency determines that a Deliverable satisfies its Acceptance Tests, the Agency shall provide Contractor with notice of Acceptance with respect to such Deliverable. If the Agency determines that a Deliverable fails to satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Non-acceptance with respect to such Deliverable. In the event the Agency provides notice of Non-acceptance to Contractor with respect to any Deliverable, Contractor shall correct and repair such Deliverable and submit it to the Agency within ten (10) days of Contractor's receipt of notice of Nonacceptance so that the Agency may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Agency determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Contractor has attempted to correct or repair pursuant to this section, that such Deliverable fails to satisfy its Acceptance Tests, then the Agency shall have the continuing right, at its sole option, to:

- 1.13.1 Require Contractor to correct and repair such Deliverable within such period of time as the Agency may specify in a written notice to Contractor;
- 1.13.2 Refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable);
- 1.13.3 Accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Agency's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Agency to correct such Deficiencies; or
- 1.13.4 Terminate this Contract and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 1.5 of this Contract, the Agency may terminate this Contract pursuant to this section without providing Contractor with any notice or opportunity to cure provided for in Section 1.5. The Agency's right to exercise the foregoing rights and remedies, including termination of this Contract, shall remain in effect until Acceptance Tests are successfully completed to the Agency's satisfaction and the Agency has provided Contractor with written notice of Final Acceptance. If the Agency determines that all Deliverables satisfy its Acceptance Tests, the Agency shall provide Contractor with notice of Final Acceptance with respect to such Deliverables. Contractor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not be construed as a waiver of any of the Agency's rights to enforce the terms of this Contract or require performance in the event Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable(s).

1.14 Contract Administration

- 1.14.1 Independent Contractor The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Contract.

Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

- 1.14.2 Incorporation of Documents To the extent this Contract arises out of an RFP, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the RFP and the Bid Proposal. The RFP and the Bid Proposal are incorporated into the Contract by reference, except that no objection or amendment by the Contractor to the provisions of the RFP shall be incorporated by reference into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing. If there is a conflict between the Contract, the RFP and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Bid Proposal.
- 1.14.3 Intent of References to Bid Documents The references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the RFP and the Bid Proposal. The failure of the parties to make reference to the terms of the RFP or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Bid Proposal. The contractual obligations of the Agency cannot be implied from the Bid Proposal.
- 1.14.4 Compliance with the Law The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when providing Deliverables under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services. For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Contractor may be required to provide a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The Contractor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 IAC Chapter 4. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

- 1.14.5 Procurement Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.
- 1.14.6 Non-Exclusive Rights This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the term of this Contract.
- 1.14.7 Non-Supplanting Requirement To the extent required by state or federal law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.
- 1.14.8 Compliance with Iowa Code chapter 8F If the Contract is subject to the provisions of Iowa Code chapter 8F, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.
- 1.14.9 Amendments This Contract may be amended in writing from time to time by mutual consent of the parties. Amendments to the General Terms for Services Contracts may appear in the Special Terms.
- 1.14.10 Third Party Beneficiaries There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.
- 1.14.11 Use of Third Parties The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.
- 1.14.12 Choice of Law and Forum The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

- 1.14.13 Assignment and Delegation Contractor may not assign, transfer or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.
- 1.14.14 Integration This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- 1.14.15 Headings or Captions The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 1.14.16 Not a Joint Venture Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.
- 1.14.17 Joint and Several Liability If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.
- 1.14.18 Supersedes Former Contracts or Agreements This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.
- 1.14.19 Waiver Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 1.14.20 Notice Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by a reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the Contract Declarations & Execution Page(s) at the address specified on the forms. Each such notice shall be deemed to have been provided:
- 1.14.20.1 At the time it is actually received; or,

- 1.14.20.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- 1.14.20.3 Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 1.14.21 Cumulative Rights The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.
- 1.14.22 Severability If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 1.14.23 Time is of the Essence Time is of the essence with respect to the Contractor's performance of the terms of this Contract. Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.
- 1.14.24 Authorization Contractor represents and warrants that:
- 1.14.24.1 It has the right, power and authority to enter into and perform its obligations under this Contract.
- 1.14.24.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 1.14.25 Successors in Interest All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 1.14.26 Records Retention and Access The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency throughout the term of this Contract and for a period of at least five (5) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the

State or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with OMB Circular A-87, A-110, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

- 1.14.27 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third party in-kind (property or service) contributions must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.
- 1.14.28 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.
- 1.14.29 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.
- 1.14.30 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring and evaluating its program.
- 1.14.31 The Contractor shall retain all medical records for a period of six (6) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code section 614.1(9). Client records, which are non-medical, must be maintained for a period of five (5) years.
- 1.14.32 Audits Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing

Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships. Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within 24 hours following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

- 1.14.33 Qualifications of Staff The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or anyone acting for or on behalf of the Contractor, are properly licensed, certified or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified or accredited under state law or the Iowa Administrative Code.
- 1.14.34 Solicitation The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- 1.14.35 Obligations Beyond Contract Term This Contract shall remain in full force and effect to the end of the specified term or until terminated pursuant to this Contract. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the termination or expiration of this Contract.
- 1.14.36 Counterparts The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 1.14.37 Delays or Impossibility of Performance Neither party shall be in default under the Contract if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Contract includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders that restrict Contractor's ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. If a "force majeure" delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible,

comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency. The party seeking to exercise this provision and not perform or delay performance pursuant to a “force majeure” shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of non-performance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

1.14.38 Suspensions and Debarment The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

1.14.39 Conflict of Interest Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

1.14.40 Certification Regarding Sales and Use Tax By executing this Contract, the Contractor certifies it is either

1.14.40.1 registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or

1.14.40.2 not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

1.14.41 Right to Address the Board of Directors or Other Managing Entity The Agency reserves the right to address the Contractor’s board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The Agency determines appropriateness.

- 1.14.42 Repayment Obligation In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.
- 1.14.43 Further Assurances and Corrective Instruments The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such amendments hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 1.14.44 Reporting Requirements If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.
- 1.14.45 Immunity from Liability Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.
- 1.14.46 Public Records The laws of the State require procurement records to be made public unless otherwise provided by law.
- 1.14.47 Use of Name or Intellectual Property Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.
- 1.14.48 Taxes The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. The State is exempt from State and local sales and use taxes on the Deliverables. State of Iowa Tax Exempt Letter located here: http://das.gse.iowa.gov/tax_exempt_letter.pdf
- 1.14.49 No Minimums Guaranteed The contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

SECTION 2 Scope of Work

2.1 Services

CoBro shall provide to the State of Iowa GEAR UP Iowa program its cohort student longitudinal tracking system (Compass) in order to best serve the GEAR UP Iowa cohort of more than 6000 students primarily enrolled in 18 school districts across the state.

2.1.1 Compass will be functional and ready to use on or before August 1, 2012.

2.1.2 GEAR UP Iowa will complete and submit a Compass Customization form provided by CoBro Consulting, so that the System can be customized to fit specific needs of the program. Once the customization form is complete, CoBro will ensure customization and implementation is complete by the required date of August 1, 2012.

2.1.3 Training will be scheduled immediately after contract execution and completed prior to August 1, 2012. CoBro Consulting strives to make data systems that are intuitive to the user. The resulting simple structural logic of the system screens reduces the need for GEAR UP staff to require training and technical assistance. However, such assistance is included to ensure all users are adept and proficient at entering, examining, and reporting program data. CoBro Consulting will provide training to GEAR UP Iowa staff immediately upon contract award before August 1, 2012 onsite, and will do so each year, as well as provide monthly online Compass training sessions as needed. CoBro will also provide up-to-date, comprehensive user and quick reference guides.

2.1.4 The system shall provide:

2.1.4.1 Include “out of the box” functionality – no development needed and in use by current GEAR UP programs.

2.1.4.2 Ability to interface with systems in place at the Iowa Department of Education to pull data related to all GEAR UP Iowa cohort students.

2.1.4.3 Ability to provide GEAR UP Iowa with the ability to implement continuous “real time” program evaluation at the individual student, school, district, and state level related to several customized variables including but not limited to demographics, in and out of school GEAR UP Iowa program activity participation, courses, grades, assessments, standardized test results, attendance, and disciplinary actions.

2.1.4.4 Ability to Store data in a secure encrypted environment that meets FERPA standards.

2.1.4.5 The system should comply with State of Iowa web application security standards as described in:

http://das.ite.iowa.gov/standards/documents/20100607_Web_Application_Security_Standard.pdf

2.2 Weekly Implementation Schedule Upon selection and completion of a contract for services, the following implementation schedule applies:

2.2.1 Week 1

- GEAR UP Iowa to complete customization form, identifying specific program needs.
- CoBro technicians customize the Compass System according to GEAR UP Iowa specifications.
- Coordination and data collection from GEAR UP schools, districts and the state.

2.2.2 Week 2

- Initial data migration (as data is collected from various sources).
- CoBro technicians set up user access, user names and passwords.
- Compass to go live.
- Training (at a date and location determined by GEAR UP Iowa).

2.2.3 Week 3

- Compass is available and ready for use by GEAR UP Iowa program sites and state staff.

2.3 CoBro is to make available Compass System to the State.

2.3.1 CoBro will maintain facilities, hardware, and software for the hosted software. Hosting Services include system maintenance, offsite data storage, disaster recovery, and system availability, except for scheduled maintenance times ("Online Services").

2.3.2 CoBro will maintain facilities, hardware, and software for the hosted software identified in the Proposal response. Hosting Services include system maintenance, offsite data storage, disaster recovery, and system availability, except for scheduled maintenance times ("Online Services").

2.3.3 Subject to the terms and conditions of this Agreement, CoBro shall use its best efforts to provide the services described in the Agreement during normal business hours throughout the term of this Agreement and will attempt to provide such services on an emergency basis for twenty-four (24) hours a day, seven (7) days a week subject to CoBro's on an "as available" basis throughout the term of this Agreement. All systems shall be maintained at the highest level of performance and security, including but not limited to CoBro software and CoBro provided third party licensed software, and applications. CoBro accepts full responsibility for maintenance, patch management, and security updates. CoBro shall protect the State systems from damage from CoBro provided systems.

2.3.4 State agrees that from time to time the services provided under this Agreement may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii)

periodic maintenance procedures or repairs which CoBro may undertake from time to time; or (iii) causes beyond the control of CoBro or which are not reasonably foreseeable by CoBro, including interruption or failure of telecommunications or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime").

- 2.3.5 CoBro shall provide a minimum of a twenty-four (24) hour advance notice to the State in the event of any scheduled downtime.
- 2.3.6 CoBro shall maintain backup servers and telecommunications connections and maintain backups of the State information on such backup servers such that CoBro shall be capable of providing Remote Application System Services on and from such backup servers within twenty-four (24) hours of any disruption of service under this Agreement. This service may use non-exclusive electronic access at the discretion of the CoBro.
- 2.3.7 CoBro shall operate and maintain the server in good working order with access restricted to employees of CoBro and persons specifically designated by the State. CoBro shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all the State information and other proprietary information transmitted through or stored on the Server, including:
- firewall protection;
 - maintenance of independent archival and backup copies of the Site and all the State Content; and
 - protection from network attack or other malicious harmful or disabling data, work, code or program.
- 2.4 Proprietary Rights User License CoBro hereby grants the State a non-exclusive, non-transferable User license to use the Software in object code form only on a server controlled by CoBro for the sole purpose of accessing CoBro's Software and related databases on CoBro's servers and other computer equipment. The State may, under terms in a separate agreement, either existing on the Effective Date or entered into after the Effective Date, have rights to CoBro's Software that exceed those granted under this agreement. The State is not being granted any right to copy the Software or to use it on computers other than a server controlled by CoBro unless such rights are granted under separate agreement between the parties. CoBro reserves the right at any time to revise and modify the Software, release subsequent versions thereof and to alter features, specifications, capabilities, functions, and other characteristics of the Software.
- 2.5 Unauthorized Access The State shall not attempt to gain unauthorized access to any servers controlled by CoBro.
- 2.6 Ownership of Data The State is the owner of all data in the provided system. Upon termination of contract, company must be willing to provide all data to the State and remove data from company servers.
- 2.7 Disaster Recovery CoBro will maintain servers utilizing state of the art and new virtual servers allowing decreased energy consumption while increasing full physical machine capacity. At the hardware level this would include redundancy components such as dual power supplies,

network connections, dual NICS, RAID Arrays, and multiple fault UPSs. The State will be notified if any of the following changes:

- The Data Center is fully equipped with emergency battery and power conditioning with two redundant instantaneous backup generators.
- The servers are fully backed up daily with incremental snapshots taken every 15 minutes.
- A complete server image is taken every hour.
- A backup of the databases undergo an attach ability test daily to look for any corruption.
- All backup data is replicated to the main office daily to ensure business continuity in case of a disaster.
- The main office has all of the hardware needed to recover and “go live” in case of a disaster.

2.7.1 Disaster Recovery Services

- CoBro responsible for disaster recovery services such that the State is not denied access to its data and services for more than (insert number) hours in a disaster;
- CoBro’s failure to restore the services within (insert number) hours of the initial disruption to service, or CoBro’s declaration of more than (insert number) disasters in any (insert number)-month period may be deemed a default by CoBro;
- CoBro will pay the State all costs incurred by the State in obtaining alternative services.

2.7.2 Disaster Recovery Backup CoBro will provide off-site storage on a (daily/weekly) basis of all backup disks, data, and materials.

2.8 Reporting CoBro will maintain the ability via the Dashboard to provide a Summary snapshot of all Project and Contract current in play. CoBro will maintain and/or attain the following reporting abilities:

- Ability to import/export SOV values from Excel.
- Archive process for maintaining completed project records - long term software independent archive, easy access, no special software / interface required.
- Cross project metrics and reporting to allow analysis of project costs sorted by division, work element, cash flow, etc.

SECTION 3
Pricing

3.1 Annual Costs

Total Year 1 - \$30,000
 Total Year 2 - \$35,000
 Total Year 3 - \$35,000
 Total Year 4 - \$35,000
 Total Year 5 - \$35,000
 Total Year 6 - \$35,000

3.2 Contract Year 1: \$30,000

Date of Contract Ratification through August 31, 2013
 Services in Year 1 include the following:

Deliverable	Month	Amount
Compass system customization to GEAR UP Iowa needs (e.g., modification of drop-down menus, data fields, and report variables).	Upon Award	\$6,500
Determination of required academic data and coordination of transcript data transmission, with relevant Iowa statewide and/or school district information services personnel (each school term, or less if preferred by program staff).	Upon Award	\$8,500
Format academic, transcript, and program data, as needed, and upload into system, including back data from prior grant years.	Upon Award	\$4,000
Delivery of one full-day on-site system user training session (or two half-day sessions scheduled on consecutive days).	Prior to August 1, 2012	*
Format and upload program back-data into Compass, as needed.	Ongoing	\$2,500
Delivery of monthly online web-based training, as needed.	Ongoing	*
Secure server data hosting and data backup management.	Ongoing	\$4,000
Technical support available to program staff via telephone and online.	Ongoing	\$4,500

*Services offered in-kind donated by CoBro Consulting. Actual total costs of services equals \$6,000 per year in addition to \$3,500 offered in the optional services section below. Total in-kind match equals \$9,500 per contract year.

3.3 Each Subsequent Contract Year (Years 2-6): \$35,000
 Subsequent Contract Years 2-6 September 1 through August 31
 Services during each subsequent Contract Year include the following:

Deliverable	Month	Amount
Coordination of demographic and academic data transmission, with relevant school district information services personnel (each school term, or less if preferred by program GEAR UP staff).	September	\$7,500
Format academic and demographic data for new grant year and upload into system. Upload program participation data files into system, on request.	September	\$2,500
Upgrade Compass with U.S. Department of Education changes to the GEAR UP APR, as needed.	Ongoing	*
Consultation and assistance with data collection (via Compass), aggregation and reporting related to the completion of the GEAR UP APR. This includes assistance with development of the narrative evaluation sections of the APR.	April	\$9,500
Development and submission of disk containing all Iowa GEAR UP APR program raw data to GEAR UP Iowa.		
Monthly online web-based training, as needed.	Ongoing	*
Secure server data hosting and data backup management procedures.	Ongoing	\$8,000
Technical support available to program staff via telephone and online.	Ongoing	\$7,500

* Services offered in-kind donated by CoBro Consulting. Actual total costs of services equals \$6,000 per year in addition to \$3,500 offered in the optional services section below. Total in-kind match equals \$9,500 per contract year.

3.4 Optional Services

3.3.1 Optional Service 1: CompassMatch System and Services (In-Kind Match)

Each Contract Year Value: \$3,500. CoBro Consulting will provide use of CompassMatch and all CompassMatch support/technical services as donated in-kind services to GEAR UP Iowa. Detail of annual services:

- Customization of CompassMatch to GEAR UP Iowa Needs.
- Coordination of data needs and data transmission with relevant GEAR UP Iowa program personnel.
- Format and upload program and staff data, as needed. Set-up and maintenance of CompassMatch system. Monthly online CompassMatch user training, on request.
- Assistance with completing APR data tables relating to matching fund contributions
- Secure server data hosting and data backup management.
- Ongoing technical support available to program staff via telephone and online.

3.3.2 **Optional Service 2: Ad Hoc Services**

CoBro Consulting offers to provide additional data analysis/reporting services at the request of GEAR UP Iowa for a rate of \$70.00 per hour.

3.4 Ad Hoc Services CoBro Consulting offers to provide additional data programming/analysis/reporting services, as requested by GEAR UP Iowa, at a rate of \$70.00 per hour.

3.5 Payment Terms CoBro Consulting will bill GEAR UP Iowa upon completing services. To adhere to Iowa Code § 8A.514 and the allowance of (60) days to pay an invoice submitted by a contractor, CoBro Consulting will honor that guidance and accept payment up to 60 days after each invoice is submitted.

CoBro consulting will apply a 5% discount to invoices paid within 30 days and a 10% discount for invoices paid within 15 days.

SECTION 4
Contacts

- 4.1 Contractor Contact - CoBro Consulting, LLC
Darlene Cole
858-395-7899
dcole@CoBroConsulting.com

- 4.2 State of Iowa – Iowa College Student Aid Commission
John E. Gilman
515-868-1767
John.Gilman@iowa.gov

- 4.3 State of Iowa – DAS/Procurement Contact
Karl Wendt
515-281-7073
karl.wendt@iowa.gov

IOWA COLLEGE STUDENT AID COMMISSION

Ashford University HLC Accreditation July 2012

RECOMMENDED ACTION:

Permit Ashford University to continue awarding 2012-13 state grant awards to eligible Iowa residents. As a condition, Ashford University must immediately notify current state grant recipients that they may be ineligible to receive Iowa-based aid in the 2013-14 academic year due to a possible change of accreditation.

BACKGROUND INFORMATION:

Ashford University is currently accredited by the Higher Learning Commission (HLC) and currently meets the institutional eligibility criteria to participate in state aid programs. Due to the majority of their administrative offices being located in California, Ashford University has pursued accreditation with the Western Association of Schools and Colleges (WASC). Ashford's WASC accreditation application is currently under review. The chronological process Ashford will undertake to change its regional accreditation is listed below:

1. Ashford must gain accreditation acceptance/approval from WASC;
2. Once acceptance/approval from WASC is obtained, Ashford will request that HLC relinquish their accreditation;
3. Acceptance/approval of WASC accreditation and HLC acceptance/approval of Ashford's relinquishment of HLC accreditation sent to the Department of Education for approval.

The timeframe under which these steps will be completed is currently unknown, but it is anticipated that the process will be completed by the end of this calendar year (2012).

At the point that HLC terminates Ashford's accreditation, Ashford will no longer meet the eligibility requirements for state aid as an "accredited private institution" (this requires HLC accreditation). For the 2012-13 academic year, Ashford has already included state financial aid in its award packages to Iowa students. If the change in accreditation is approved during the 2012-13 academic year, it is staff's recommendation that Ashford students be held harmless for 2012-13. If Ashford retains HLC accreditation at the point Iowa College Aid anticipates certifying eligibility for the 2013-14 award year, staff will bring a subsequent recommendation to the Commission pertaining to the 2013-14 award year.

IOWA COLLEGE STUDENT AID COMMISSION

**Bankers Trust Presentation
July 2012**

Bankers Trust is the administrator of the Trust Fund for GEAR UP Iowa. A presentation on the performance of the funds will be provided to the Commissioners at the July 13, 2012 Commission Meeting.

Iowa College Student Aid Commission

**Legislative Action Committee
July 2012**

A legislative report will be provided during the July 13, 2012 Commission Meeting.

**IOWA COLLEGE STUDENT AID COMMISSION
GUARANTEED STUDENT LOAN ADMINISTRATION
SUMMARY OF RESOURCES AND EXPENDITURES
SFY 2012 as of May 31, 2012**

Operating Fund		FY 2012	FY 2012	FY 2011	FY 2012	FY 2011	FY 2012	YTD Actual
Class		Operating	Year to Date	May-11	May-12	Year to Date	Year to Date	to Budget
		Budget	Budget	Mth Actual	Mth Actual	Actuals	Actuals	Variance
Revenues/Resources:								
1	Federal Account Maintenance Fees (AMF)	1,551,202	1,163,402	423,338	389,488	1,325,947	1,193,154	29,752
2	Federal Loan Processing Fee (LPIF)	-	-	-	-	(5,253)	-	-
3	Default Aversion Fees (DAF) (Net of rebates)	341,954	284,962	62,445	(146,004)	807,494	638,029	353,067
4	ICSAC Share Default Collections	5,455,188	4,545,990	1,610,587	415,388	8,231,591	6,735,916	2,189,926
5	Direct Loans Cons. (Net of 8.5% back to Fed Gov)	2,576,750	2,147,292	99,069	163,177	900,676	2,241,906	94,614
6	Interest on Operating Fund	75,000	62,500	2,208	5,825	53,356	46,854	(15,646)
7	Other Revenue (includes TOP)	870,000	725,000	168,307	318	895,415	658,420	(66,580)
8	Est PLP Rev	500,000	416,667	25,102	41,573	565,011	508,033	91,366
9	Intra-Agency Reimbursements	1,670,272	1,391,893	-	445,151	-	1,275,010	(116,883)
10	State Appropriation	-	-	-	-	141,589	-	-
Total Revenues/Resources		\$ 13,040,366	\$ 10,737,706	\$ 2,391,055	\$ 1,314,916	\$ 12,915,825	\$ 13,297,322	\$ 2,559,616
Expenditures:								
11	Agency Administration	1,386,300	1,191,691	948,884	135,351	7,205,928	1,139,231	(52,460)
12	Marketing Administration	283,972	236,644	-	5,927	-	117,073	(119,571)
Total Administrative		\$ 1,670,272	\$ 1,428,335	\$ 948,884	\$ 141,278	\$ 7,205,928	\$ 1,256,304	\$ (172,031)
13	Collection Expense	6,050,102	5,084,419	521,479	690,611	5,356,265	5,856,648	772,229
14	FFEL Expense	2,392,458	2,017,403	0	220,367	0	1,913,551	(103,852)
15	Collection Expense - PLP	127,500	106,250	16,016	13,322	334,268	141,150	34,900
Total Collection and FFEL Expenses		\$ 8,570,060	\$ 7,208,072	\$ 537,495	\$ 924,300	\$ 5,690,533	\$ 7,911,349	\$ 703,277
16	Grant Administration	\$ 2,103,146	\$ 2,038,755	\$ -	\$ 1,781,085	\$ -	\$ 2,015,291	(23,464)
17	Financial Literacy	91,011	78,736	0	14,892	0	75,609	(3,127)
18	IHAPI	649,697	561,645	0	91,782	0	505,666	(55,979)
Total Fin Literacy, IHAPI and Grant Expenditures		\$ 2,843,854	\$ 2,679,136	\$ -	\$ 1,887,759	\$ -	\$ 2,596,566	\$ (82,570)
19	Osteopathic and Miscellaneous programs	0	0	0	0	0	0	-
20	Scholarship and Grants	687,592	591,029	0	111,448	0	456,049	(134,980)
21	Postsecondary Registration	175,311	152,531	0	27,161	0	146,150	(6,381)
Total Misc. (S&G, Postsecondary Reg, Osteo)		\$ 862,903	\$ 743,560	\$ -	\$ 138,609	\$ -	\$ 602,199	\$ (141,361)
Total Operating Expenses		13,947,089	12,059,103	1,486,379	3,091,946	12,896,461	12,366,417	307,314
22	Federal Default Fee	0	0	0	0	31,769	0	-
Total Federal Default Fee		\$ -	\$ -	\$ -	\$ -	\$ 31,769	\$ -	\$ -
Net resources (exp) before other		\$ (906,723)	\$ (1,321,397)	\$ 904,676	\$ (1,777,030)	\$ (12,405)	\$ 930,905	\$ 2,252,302
Other Resources (Grant Drawdown)								
23	Gear Up Grant DrawDown	2,800,000	2,566,667	-	211,898	3,744,980	2,306,691	(259,976)
24	College Access Grant Funds	1,500,000	1,250,000	-	-	854,237	488,676	(761,324)
25	JR Justice	-	-	-	4,425	-	108,676	108,676
Total Other Resources		\$ 4,300,000	\$ 3,816,667	\$ -	\$ 216,323	\$ 4,599,217	\$ 2,904,043	\$ (912,624)
Other Expenditures (grants)								
25	Gear Up Grant	2,800,000	2,579,153	83,141	111,545	3,816,366	2,393,697	(185,456)
26	College Access Challenge Grant	1,500,000	1,261,749	15,957	29,839	958,383	1,026,805	(234,944)
27	JR Justice	0	0	0	12,927	0	108,676	108,676
Total Other Expenditures		\$ 4,300,000	\$ 3,840,902	\$ 99,098	\$ 154,311	\$ 4,774,748	\$ 3,529,179	\$ (311,723)
Net Other Income		\$ -	\$ (24,235)	\$ (99,098)	\$ 62,012	\$ (175,531)	\$ (625,136)	\$ (600,901)
Net Gain(Loss)Operating Fund		\$ (906,723)	\$ (1,345,632)	\$ 805,578	\$ (1,715,018)	\$ (187,937)	\$ 305,769	\$ 1,651,401

Footnotes:

- 5 - Estimated revenue; net number (10% of rehabs) based on total receipts from USDE (18.5%) less payments to USDE (8.5%)
- 8 - Total cash receipts, includes principal and interest

**IOWA COLLEGE STUDENT AID COMMISSION
FUND 0163 - YEAR TO DATE UNIT DETAIL
SUMMARY OF RESOURCES AND EXPENDITURES
SFY 2012 as of May 31, 2012**

Operating Fund	UNIT 2001	UNIT 2002	UNIT 2004	UNIT 3003	UNIT 3004	UNIT 4001	UNIT 5002	UNIT 5003	UNIT 7001	UNIT 7002	UNIT 7003	UNIT 7007	UNIT 8008	UNIT 9009	YTD ACTUAL TOTAL	YTD BUDGET TOTAL	YTD Actual to Budget Variance
Class	ADMIN	MARKETING	MISC	COLLECTIONS	FFEL	JR JUSTICE	S&G	POSTSEC REG	GRANT ADMIN	FIN LIT	IHAPI	CACG	PLP	GEAR UP			
Revenues/Resources:																	
1 Federal Account Maintenance Fees (AMF)	-	-	-	-	1,193,154	-	-	-	-	-	-	-	-	-	1,193,154	1,163,402	29,752
2 Federal Loan Processing Fee (LPIF)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
3 Default Aversion Fees (DAF) (Net of rebates)	-	-	-	-	638,029	-	-	-	-	-	-	-	-	-	638,029	284,962	353,067
4 ICSAC Share Default Collections	-	-	-	6,735,916	-	-	-	-	-	-	-	-	-	-	6,735,916	4,545,990	2,189,926
5 Direct Loans Cons. (Net of 8.5% back to Fed Gov)	-	-	-	2,241,906	-	-	-	-	-	-	-	-	-	-	2,241,906	2,147,292	94,614
6 Iowa Access Grants Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7 Interest on Operating Fund	-	-	-	-	46,854	-	-	-	-	-	-	-	-	-	46,854	62,500	(15,646)
8 Other Revenue (includes TOP)	-	-	4,500	641,692	11,199	-	-	-	-	-	-	-	-	1,029	658,420	725,000	(66,580)
9 Est PLP Rev	-	-	-	-	-	-	-	-	-	-	-	-	508,033	-	508,033	416,667	91,366
10 Intra-Agency Reimbursements	1,139,231	117,073	-	-	690	-	18,016	-	-	-	-	-	-	-	1,275,010	1,391,893	(116,883)
11 Grant DrawDown from USDE	-	-	-	-	-	108,676	-	-	-	-	-	488,676	-	2,306,691	2,904,043	3,816,667	(912,624)
12 State Appropriation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues/Resources	\$ 1,139,231	\$ 117,073	\$ 4,500	\$ 9,619,514	\$ 1,889,926	\$ 108,676	\$ 18,016	\$ -	\$ -	\$ -	\$ -	\$ 488,676	\$ 508,033	\$ 2,307,720	\$ 16,201,365	\$ 14,554,373	\$ 1,646,992
Expenditures:																	
13 Personal Services - Loan Administration	751,741	-	-	692,224	390,354	-	206,078	105,747	105,479	51,770	331,138	206,453	-	178,596	3,019,580	3,118,148	(98,568)
14 Travel	2,766	23,916	-	2,364	3,196	-	2,501	-	31	-	3,046	10,240	-	33,449	81,509	160,220	(78,711)
15 Office Supplies	22,349	2,805	-	560	-	-	113	-	-	-	343	60	-	5,249	31,479	32,646	(1,167)
16 Equipment Repairs	1,126	-	-	95	-	-	-	-	-	-	-	-	-	-	1,221	1,083	138
17 Printing and Binding	1,103	50,497	-	306	887	-	1,026	-	-	-	2,128	8,582	-	4,281	68,810	122,667	(53,857)
18 Food	105	-	-	-	-	-	-	-	-	-	-	-	-	1,445	1,550	-	1,550
19 Postage	6,963	14,380	-	579	9	-	4,491	-	-	-	19	133	-	100	26,674	29,680	(3,006)
20 Communications	27,527	64	-	3,319	388	-	3,003	-	337	-	2,739	2,640	-	6,443	46,460	50,317	(3,857)
21 Rentals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22 Professional & Scientific Services	6,314	-	-	9,269	51,381	-	-	-	-	-	108	2,190	-	15,000	84,262	54,751	29,511
23 Outside Services - SLMA	-	-	-	-	984,463	-	-	-	-	-	-	-	-	-	984,463	963,716	20,747
24 Outside Services - iLink	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
25 Outside Services - SLCS	-	-	-	-	297,520	-	-	-	-	-	-	-	-	-	297,520	412,513	(114,993)
26 Outside Services - Other	4,773	-	-	4,005,241	-	-	2,343	-	-	-	92	-	138,718	6,345	4,157,512	3,493,346	664,166
27 Intra-State Transfers	19,028	-	-	-	-	-	-	-	-	-	-	-	-	56,704	75,732	547,308	(471,576)
28 Advertising & Publicity	-	21,652	-	-	-	-	-	-	-	-	-	81,355	-	498,455	601,462	109,292	492,170
29 Attorney General	12,500	-	-	25,399	-	-	-	-	-	-	-	-	-	-	37,899	43,000	(5,101)
30 State Audits	29,634	-	-	-	-	-	-	-	-	-	-	-	-	-	29,634	24,583	5,051
31 State Reimbursements - Rent	51,758	-	-	-	-	-	-	-	-	-	-	-	-	-	51,758	54,386	(2,628)
32 State Reimbursements - Other	16,913	767	-	460	1,807	-	431	153	-	-	256	290	-	846	21,923	27,592	(5,669)
33 ITE Reimbursements	126,385	1,358	-	3,353	4,013	-	946	377	-	-	627	595	-	1,012	138,666	242,541	(103,875)
34 Intra-Agency Reimbursements	-	-	-	321,833	179,533	23,676	231,621	39,873	229,444	23,839	165,170	27,361	-	37,776	1,280,126	1,391,893	(111,767)
35 Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-	2,040	2,040	-	2,040
36 Office Equipment	-	48	-	-	-	-	-	-	-	-	-	-	-	399	1,047	1,494	-
37 IT Equipment & Software	56,391	-	-	-	-	-	3,496	-	-	-	-	1,507	1,383	44,909	107,686	106,709	977
38 Other Expenses & Obligations	1,855	1,586	-	204	-	-	-	-	-	-	-	-	-	-	3,645	20,631	(16,986)
39 Licenses	-	-	-	-	-	-	-	-	-	-	-	685,000	-	100,000	785,000	1,099,650	(314,650)
40 Other Refunds	-	-	-	791,442	-	-	-	-	-	-	-	-	1,049	-	792,491	713,333	79,158
41 State Aid	-	-	-	-	-	85,000	-	-	1,680,000	-	-	-	-	1,400,000	3,165,000	3,080,000	85,000
Total Administrative	\$ 1,139,231	\$ 117,073	\$ -	\$ 5,856,648	\$ 1,913,551	\$ 108,676	\$ 456,049	\$ 146,150	\$ 2,015,291	\$ 75,609	\$ 505,666	\$ 1,026,805	\$ 141,150	\$ 2,393,697	\$ 15,895,596	\$ 15,900,005	\$ (4,409)
Total Expenditures	\$ 1,139,231	\$ 117,073	\$ -	\$ 5,856,648	\$ 1,913,551	\$ 108,676	\$ 456,049	\$ 146,150	\$ 2,015,291	\$ 75,609	\$ 505,666	\$ 1,026,805	\$ 141,150	\$ 2,393,697	\$ 15,895,596	\$ 15,900,005	\$ (4,409)
Net Gain(Loss)Operating Fund	\$ -	\$ -	\$ 4,500	\$ 3,762,866	\$ (23,625)	\$ -	\$ (438,033)	\$ (146,150)	\$ (2,015,291)	\$ (75,609)	\$ (505,666)	\$ (538,129)	\$ 366,883	\$ (85,977)	\$ 305,769	\$ (1,345,632)	\$ 1,651,401

Footnotes:

- 5 - Estimated revenue; net number (10% of rehabs) based on total receipts from USDE (18.5%) less payments to USDE (8.5%)
- 9 - Total cash receipts, includes principal and interest

IOWA COLLEGE STUDENT AID COMMISSION
SCHOLARSHIP & GRANT ADMINISTRATION
SUMMARY OF EXPENDITURES
SFY 2012 as of May 31, 2012

State Appropriated - \$232,943

	FY 2011 Actual	FY 2012 Budget	FY 2012 Year to Date Budget	FY 2012 Year to Date Actual	Variance Over (Under)
Expenditures:					
1 Salaries	\$ 219,455	\$ 232,510	205,682	\$ 203,015	\$ (2,667)
2 Travel	335	433	397	-	(397)
3 Office Supplies	1,445	-	-	-	-
4 Equipment Repairs	52	-	-	-	-
5 Printing	2,058	-	-	-	-
6 Postage	3,672	-	-	-	-
7 Communications	2,381	-	-	-	-
8 Rental	5,588	-	-	-	-
9 Professional Services	60	-	-	-	-
10 Outside Services	3,653	-	-	-	-
11 State Transfers	75	-	-	-	-
12 State Reimbursements - Rent	3,479	-	-	-	-
13 State Reimbursements	1,469	-	-	-	-
14 ITD Reimbursements	6,165	-	-	-	-
15 Office Equipment	-	-	-	-	-
16 IT Equipment & Software	-	-	-	-	-
17 Other Expenses & Obligations	9	-	-	-	-
Total Expenditures	\$ 249,896	\$ 232,943	\$ 206,079	\$ 203,015	\$ (3,064)

Notes:

1 - FY2012 Budget covers as many salary and benefit costs as possible, with remainder to travel. FY2011 budget was done with a different assumption.

Non Appropriated (Covered by GSL)

	FY 2011 Actual	FY 2012 Budget	FY 2012 Year to Date Budget	FY 2012 Year to Date Actual	Variance Over (Under)
Resources:					
18 Intra-agency Reimbursements	-	-	-	\$ 18,016	\$ 18,016
Total Resources	\$ -	\$ -	\$ -	\$ 18,016	\$ 18,016
Expenditures:					
19 Salaries	-	351,674	322,368	206,078	(116,290)
20 Travel	-	2,275	2,085	2,501	416
21 Office Supplies	-	-	-	113	113
22 Equipment Repairs	-	-	-	-	-
23 Printing	-	-	-	1,026	1,026
24 Postage	-	-	-	4,491	4,491
25 Communications	-	2,774	2,543	3,003	460
26 Rental	-	-	-	-	-
27 Outside Services	-	-	-	2,343	2,343
28 State Transfers	-	-	-	-	-
29 State Reimbursements - Rent	-	-	-	-	-
30 State Reimbursements	-	1,820	1,668	431	(1,237)
31 ITD Reimbursements	-	1,425	1,306	946	(360)
32 Intra-Agency Reimbursements	-	327,624	300,322	231,579	(68,743)
33 Office Equipment	-	-	-	-	-
34 IT Equipment & Software	-	-	-	3,496	3,496
35 Other Expenses & Obligations	-	-	-	-	-
Total Expenditures	\$ -	\$ 687,592	\$ 630,292	\$ 456,007	\$ (174,286)

Notes:

18 - Intra-Agency reimbursements (resources) reflects reimbursement received from JR Justice grant; represents salaries and benefits costs reimbursement.

32 - Intra-Agency reimbursements reflects the charges for Administration and Marketing for ICSAC. Charges are allocated based on budgeted FTE count.

Total Expenditures (Appropriated + NonAppropriated)

	FY 2011 Actual	FY 2012 Budget	FY 2012 Year to Date Budget	FY 2012 Year to Date Actual	Variance Over (Under)
Resources:					
36 Intra-agency Reimbursements	\$ -	\$ -	-	\$ 18,016	\$ 18,016
Total Resources	\$ -	\$ -	\$ -	\$ 18,016	\$ 18,016
Expenditures:					
37 Salaries	\$ 219,455	\$ 584,184	\$ 528,050	\$ 409,093	\$ (118,957)
38 Travel	335	2,708	2,482	2,501	19
39 Office Supplies	1,445	-	-	113	113
40 Equipment Repairs	52	-	-	-	-
41 Printing	2,058	-	-	1,026	1,026
42 Postage	3,672	-	-	4,491	4,491
43 Communications	2,381	2,774	2,543	3,003	460
44 Rental	5,588	-	-	-	-
45 Outside Services	60	-	-	2,343	2,343
46 State Transfers	3,653	-	-	-	-
47 State Reimbursements - Rent	75	-	-	-	-
48 State Reimbursements - Other	3,479	1,820	1,668	431	(1,237)
49 ITD Reimbursements	1,469	1,425	1,306	946	(360)
50 Intra-Agency Reimbursements	6,165	327,624	300,322	231,579	(68,743)
51 Office Equipment	-	-	-	-	-
52 IT Equipment & Software	-	-	-	3,496	3,496
53 Other Expenses & Obligations	9	-	-	-	-
Total Expenditures	\$ 249,896	\$ 920,535	\$ 836,371	\$ 659,022	\$ (177,350)
Net Resources (Expenditures)	(249,896)	(920,535)	(836,371)	(641,006)	195,366

**IOWA COLLEGE STUDENT AID COMMISSION
 DEFAULT PREVENTION, FUND #0261
 SUMMARY OF RESOURCES AND EXPENDITURES
 SFY 2012 as of May 31, 2012**

	FY 2011 Budget	FY 2011 Year to Date Budget	FY 2011 Year to Date Actuals	Variance
Resources:				
Interest	\$ 7,500.00	\$ 6,875.00	\$ 3,901.00	\$ (2,974.00)
Refunds & Reimbursements	\$ -	\$ -	\$ 4,718.00	\$ 4,718.00
Total Resources	\$ 7,500.00	\$ 6,875.00	\$ 8,619.00	\$ 1,744.00
Expenditures:				
Travel/State Vehicle	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ -	\$ -	\$ -	\$ -
Printing & Binding	\$ -	\$ -	\$ -	\$ -
Professional & Scientific Services	\$ -	\$ -	\$ -	\$ -
Outside Services	\$ -	\$ -	\$ -	\$ -
Advertising & Publicity	\$ -	\$ -	\$ -	\$ -
ITD Reimbursement	\$ -	\$ -	\$ -	\$ -
Licenses	\$ 150,000.00	\$ 150,000.00	\$ 135,000.00	\$ (15,000.00)
Aid to Individuals	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 150,000.00	\$ 150,000.00	\$ 135,000.00	\$ (15,000.00)
Net Gain(Loss)	\$ (142,500.00)	\$ (143,125.00)	\$ (126,381.00)	\$ 16,744.00
Default Prevention Cash Balance 6/30/11	\$1,719,606.61			
Net Gain/(Loss) SFY 2012 05/31/2012	\$ (126,381.00)			
Cash Balance 05/31/2012	\$1,593,225.61			



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